CITY OF HOOVER
CITY COUNCIL MEETING
AGENDA
MONDAY, NOVEMBER 4, 2019
6:00 PM

1. Call To Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Approval Of Minutes – October 3, 2019 (Work Session) and October 7, 2019 (Regular Meeting), October 17, 2019 (Special Meeting) and October 21, 2019 (Regular Meeting)
6. Announcements, Reports, Guest Recognitions, Employee Recognitions, and Proclamations.

Consent Agenda

7. Resolution Number 6128-19 – A Resolution Approving An Alcohol License, Parking Lot of 180 Main Street, Ste 200, Alabama LSU Party d/b/a Cajun Steamer Ventures, LLC, John Thomas Chandler Buie, Gaston Louis Lanaux, IV, and Sharon Nicole Buie, Executive(s).
8. Resolution Number 6129-19 – A Resolution Authorizing The Mayor To Enter Into An Agreement with Motorola Solutions.
9. Resolution Number 6130-19 – A Resolution Authorizing the Mayor To Enter Into An Agreement With The University of Alabama Health Services Foundation On Behalf Of Emergency Medicine.
10. Payment of Bills.

Motion to approve all consent agenda items.

Regular Agenda

11. Resolution Number 6125-19 – A Resolution Authorizing The Birmingham Water Works To Install Fire Hydrants. Motion to Approve.
12. Resolution Number 6126-19 – A Resolution Accepting A Bid For City Hall Renovations. Motion to Approve.
13. Resolution Number 6127-19 – A Resolution Amending The Budget For The Fiscal Year Ending September 30, 2020. **Motion to Approve.**

14. Ordinance Number 19-2463 – 2\textsuperscript{nd} Reading - A Resolution Authorizing An Amendment To A Lease Of Real Property Of The City Of Hoover, Alabama, For Public Purposes To The Park And Recreation Board Of The City Of Hoover. **Motion to approve. Roll call vote.**

15. Resolution Number 6131-19 – A Resolution Authorizing The Mayor To Enter Into An Agreement with Edmond H. Randle, Jr. and Barbara G. Randle. **Motion to Approve.**

16. Resolution Number 6132-19 – A Resolution Approving A Petition To Form And Incorporate An Improvement District Of The City Of Hoover, Alabama, And Authorizing Such Information. **Motion to Approve.**

**1\textsuperscript{st} Reading and Setting Public Hearings For November 18, 2019 (No Action To Be Taken At This Meeting)**

17. Ordinance Number 19-2464 – An Ordinance Of The City Of Hoover To Modify Appendix I, Zoning And To Repeal All Ordinance And Part Of The Ordinances Of The City Of Hoover In Conflict Therewith. **No Action To Be Taken At This Meeting.**

18. Resolution Number 6123-19 – A Resolution For The Abatement Of Public Nuisance Due To Weeds And/Or Grass. **No Action To Be Taken At This Meeting.**

19. Resolution Number 6124-19 – A Resolution For The Abatement Of Public Nuisance Due To Weeds And/Or Grass. **No Action To Be Taken At This Meeting.**

**Other Items**

20. Comments/Questions

21. Adjourn
RESOLUTION NUMBER 6128-19

A RESOLUTION APPROVING AN ALCOHOL LICENSE FOR ALABAMA LSU PARTY D/B/A CAJUN STEAMER VENTURES, LLC, JOHN THOMAS CHANDLER BUIE, GASTON LOUIS LANAUX, IV, AND SHARON NICOLE BUIE, EXECUTIVE(S)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. The City Council of the City of Hoover, Alabama, hereby approves the alcohol license for Alabama LSU Party d/b/a Cajun Steamer Ventures, LLC, located at the Parking Lot 180 Main Street, Suite 200, Hoover, Alabama, for the sale of 140- Special Events Retail; John Thomas Chandler Buie, Gaston Louis Lanaux, IV, and Sharon Nicole Buie, executive(s).

APPROVED and ADOPTED, on this the 4th day of November, 2019.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk
STATE OF ALABAMA
ALCOHOL BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20191030141620311

Type License: 140 - SPECIAL EVENTS RETAIL

Trade Name: ALABAMA LSU PARTY
Applicant: CAJUN STEAMER VENTURES LLC

Location Address: PARKING LOT OF 180 MAIN STREET; SUITE 200 HOOVER, AL 35244
Mailing Address: 180 MAIN ST; SUITE 200 HOOVER, AL 35244
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines: Type Ownership: LLC

Book, Page, or Document info: 801253688
Date Incorporated: 04/08/2010 State incorporated: TX County Incorporated: GREGG
Date of Authority: 11/09/2018 Alabama State Sales Tax II

Federal Tax ID:

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<tr>
<th>Name</th>
<th>Title</th>
<th>Date and Place of Birth</th>
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<tr>
<td>JOHN THOMAS CHANDLER BUJE</td>
<td>MEMBER</td>
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<td>GASTON LOUIS LANAUX IV</td>
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<td>SHARON NICOLE BUJE</td>
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Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JENNA HOSEMANN
Business Phone: 
Fax: 

PREVIOUS LICENSE INFORMATION:
Trade Name: ALABAMA LSU PARTY
Applicant: CS HOOVER LLC

Home Phone:
Cell Phone: 
E-mail: 

Previous License Number(s)
License 1: 010926437
License 2: 

State: $150.00 County: $150.00
State: County:
Filing Fee: $50.00
Transfer Fee:
STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20191030141620311

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PATTON CREEK HOLDINGS LLC
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee’s business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 99999 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Location is within: CITY LIMITS Police protection: CITY
STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 2019030141620311

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent’s Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 11/08/2019 Ending Date: 11/15/2019
Special terms and conditions for special event/special retail:
NO TO GO SALES. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISE.

Other Explanations
License Covers: OUTDOOR EVENT HELD IN FRONT PARKING LOT OF THE CAJUN STEAMER
Are there any special restrictions, instructions, and/or conditions for this license?: NO TO GO SALES. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISE.
RESOLUTION NUMBER 6129-19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS.

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that the Mayor is hereby authorized to enter into an agreement with Motorola Solutions attached hereto as Exhibit A.

ADOPTED this the 4th day of November, 2019.

______________________________
Gene Smith
Council President

APPROVED BY:

______________________________
Frank V. Brocato
Mayor

______________________________
Wendy Dickerson
City Clerk

ATTESTED BY:
**SALES AGREEMENT**

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 09-AUG-2019

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|     | SVC02SVC0127A | NICE GOLD PACKAGE - 24x7 Support           |             |               |

| SUBTOTAL | $11,982.18 | $143,786.16 |
|TAXES | Sub Total | $11,982.18 | $143,786.16 |

**SPECIAL INSTRUCTIONS**  
- ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola’s Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

I received Statements of Work that describe the services provided on this Agreement. Motorola’s Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

| AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE |
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)  TITLE  DATE

BRETT SEAGROATT  615-218-8981
MOTOROLA REPRESENTATIVE (PRINT NAME)  PHONE

Company Name      :  Hoover, City Of
Contract Number    :  USC000028718
Contract Modifier  :
Contract Start Date:  01-OCT-2019
Contract End Date  :  30-SEP-2020
Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. “Agreement” means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other
than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer’s location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer’s personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer’s sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

Revised June 16, 2018
other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola’s total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola’s request. Customer may not disclose, without Motorola’s written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.
Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party’s reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018
RESOLUTION NUMBER 6130-19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNIVERSITY OF ALABAMA HEALTH SERVICES FOUNDATION ON BEHALF OF EMERGENCY MEDICINE

WHEREAS, the City of Hoover Fire Department requires medical direction services; and

WHEREAS, the City has received a request from the University of Alabama at Birmingham to furnish such services through its Department of Emergency Medicine.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting, duly assembled, a quorum being present that Fire Chief Clay Bentley is hereby authorized to execute an agreement with The University of Alabama Health Services Foundation in substantially the form attached hereto as Exhibit A.

ADOPTED this the 4th day of November, 2019.

Gene Smith
Council President

APPROVED BY:

Frank V. Brocato
Mayor

ATTESTED BY:

Wendy Dickerson
City Clerk
AGREEMENT

This Agreement is entered into by and between and The City of Hoover, Alabama ("Hoover"), hereinafter referred to as "Hoover", and The University of Alabama Health Services Foundation on Behalf of Emergency Medicine, hereinafter referred to as "EMERGENCY MEDICINE", for the purposes as hereinafter set forth, effective as of December 1, 2019.

RESPONSIBILITIES OF HOOVER

1. Monthly Medical Director Meetings. As Hoover deems necessary, Hoover will hold monthly medical director meetings attended by its designated representatives and will notify UAB of the date of time of such meetings.

2. Allowance of UAB Resident Activities. Hoover will allow and support UAB resident educational activities, including "ride-alongs" and quality assurance/improvement projects. However, Hoover reserves the right to limit such activities as it deems in Hoover's best interests without prior notice to UAB thereof.

3. Allowance of Observation and Participation. Hoover will allow UAB to directly observe and participate in field care activities. However, Hoover reserves the right to limit such observation and participation as it deems in Hoover's best interests without prior notice to UAB thereof.

DUTIES OF EMERGENCY MEDICINE

EMERGENCY MEDICINE agrees to provide Derek Adam Robinett, MD to serve as medical director as follows:

1. Will participate in and oversee quality assurance/improvement activities such as case reviews, reviews of clinical care, evaluation and design of clinical care protocols, and evaluation of clinical competence. Hoover will provide labor and resources for procuring and compiling quality assurance/improvement data as well as carrying out resulting action plans.

2. As mutually agreed upon with Hoover, UAB will participate in Hoover training, education and testing per ADPH and Hoover rules and regulations.

3. Will have reasonable access to patient care and EMS licensure records as relevant to the delivery and quality of care.

4. Will attend all monthly medical director meetings held by members of Hoover leadership.

WHEREAS, EMERGENCY MEDICINE can provide such services through the consulting services of its employee, Derek Adam Robinett, M.D.;
NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, and in further consideration of the terms and covenants herein contained, the parties do agree as follows:

1. ENGAGEMENT: Hoover hereby engages and retains EMERGENCY MEDICINE to perform, and EMERGENCY MEDICINE shall perform, such services as set forth above. In the event Hoover wishes to have EMERGENCY MEDICINE render services not specified by this Agreement, a separate mutually acceptable written agreement shall be made to cover such services.

2. PRINCIPAL PROVIDER: It is contemplated and agreed that Derek Adam Robinett, M.D. perform the duties and obligations pursuant to this Agreement.

3. DELEGATION OF DUTIES: It is expressly understood that the services to be performed by EMERGENCY MEDICINE hereunder, unless otherwise specified herein, shall not without the prior written consent of Hoover, be delegated to or performed by any person or entity other than Derek Adam Robinett, M.D. EMERGENCY MEDICINE shall be responsible to Hoover for the professional, responsible and timely performance of all services performed by Derek Adam Robinett, M.D. pursuant to this Agreement.

4. INDEPENDENT CONTRACTOR: At all times, in the performance of the work specified in this Agreement, EMERGENCY MEDICINE shall be an independent contractor. No officer, employee, or agent of EMERGENCY MEDICINE shall be entitled to any benefits applicable to employment of Hoover.

5. COMPENSATION AND PAYMENT: EMERGENCY MEDICINE shall bill Hoover Annually for services rendered at $15,000.00 for October – September. The total amount paid to EMERGENCY MEDICINE under this agreement shall not exceed $15,000 prior to contract renewal. Annual payment will be due on the 1st of fiscal year.

6. HOOVER SUPPORT AND SERVICES: Hoover agrees to cooperate fully with EMERGENCY MEDICINE in the performance of its obligations hereunder, in identifying and making available to EMERGENCY MEDICINE those parties affiliated with Hoover who are necessary to the project undertaking; in providing all relevant information and other necessary inputs in a timely manner; in distributing information and materials provided by EMERGENCY MEDICINE in a timely manner; and in all other reasonable ways.

7. CONFIDENTIALITY: Parties agree not to divulge, communicate, use to the detriment of the other party or for the benefit of any other business, firm, person, partnership, or corporation or otherwise misuse any of the other parties' confidential information, data, trade secrets, records, supply lists, pricing policies and records, inventory record, personal information, and such other information normally understood to be confidential or otherwise designated as such by the other party, which may be acquired, obtained, or become privy to in the performance of services pursuant to this Agreement. Notwithstanding, the provisions of this Paragraph 7 in no way limit the parties' ability to satisfy any governmentally required disclosure or to respond to subpoena or legal process, and do not apply to information of the disclosing party that (a) was previously known to the receiving party; (b) is independently developed by the receiving party; (c) is disclosed to the receiving party by a party which is not a party to this agreement; or (d) is available to the public.

8. TERM OF AGREEMENT: This Agreement shall become effective 10/1/2019 and shall automatically renew each year. Hoover will review the progress of the agreement quarterly. Should Hoover terminate this Agreement after performance has begun, Hoover shall reimburse EMERGENCY MEDICINE for all non-cancelable expenses incurred by
EMERGENCY MEDICINE prior to notification by Hoover. EMERGENCY MEDICINE shall not incur any expense without prior written approval of Hoover after the written notice of termination is given. Notice of termination shall be deemed to have been given on the date of delivery of first attempted delivery of the letter giving such notice, which shall be mailed to the other party by registered or certified mail. In the event that EMERGENCY MEDICINE shall terminate the project for any reason, EMERGENCY MEDICINE shall promptly refund to Hoover all sums collected to date for services yet to be rendered, including the retainer (if any) and any expense items prepaid, in discharge of its entire performance obligation hereunder.

9. **BENEFIT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

10. **PARAGRAPH HEADINGS:** The Paragraph Headings contained in this Agreement are for convenience only, and shall in no manner be construed as part of this Agreement.

11. **REPRESENTATION:** None of the parties are authorized or empowered to act as an agent for any other purpose unless expressly authorized in writing to do so and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. None of the parties shall be bound by the acts or conduct of any other.

12. **ENTIRE AGREEMENT:** The parties agree that this written Agreement and any attachments incorporated herein by reference constitute the entire agreement between the parties and that neither party shall be responsible for any terms or conditions not expressly stated herein. Any additions or deletions to this Agreement shall be void and unenforceable unless in writing and signed by both parties.

13. **AUTHORIZED REPRESENTATIVES:** The persons signing this Agreement on behalf of Hoover and EMERGENCY MEDICINE expressly warrant that they do so as the authorized agents or representatives of Hoover and EMERGENCY MEDICINE.

14. **NOTICE:** All notices given hereunder will be in writing and served by registered or certified mail, return receipt requested, postage prepaid, to the following parties:

City of Hoover, Alabama  
2020 Valleydale Road, Suite 201  
Hoover, Alabama 35244

UAB Department of EMERGENCY MEDICINE  
Derek Adam Robinett, M.D.  
619 19th Street South – OHB 251  
Birmingham, AL 35249-7013
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, effective the date first above written.

The University of Alabama Health Services Foundation, P.C
On Behalf of Emergency Medicine

By: ____________________________
    Jason Daniel, M.B.A.
    Vice President – UA Health Services Foundation
    Senior Executive Administrator, School
    Of Medicine

500 22"d Street South, Suite 502
Birmingham, AL 35233
Telephone: 205-801-5740
Social Security or FEIN:
63-0649108

Date: ____________________________

The City of Hoover, Alabama
("Hoover")

By: ____________________________

Date: ____________________________
RESOLUTION NUMBER 6125-19

A RESOLUTION AUTHORIZING BIRMINGHAM WATER WORKS TO INSTALL FIRE HYDRANTS

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that Birmingham Water Works is hereby authorized to install a fire hydrant at the following location(s):

- On the North side of Brocks Gap Pkwy, approximately 200 feet from Stadium Trace Pkwy

ADOPTED this the 4th day of November, 2019.

________________________________________
Gene Smith
Council President

APPROVED BY:

________________________________________
Frank V. Brocato
Mayor

ATTESTED BY:

________________________________________
Wendy Dickerson
City Clerk
Wendy,

I need another fire hydrant resolution. The location is as follows,

- On the North side of Brocks Gap Pkwy, approximately 200 feet from Stadium Trace Pkwy

Thanks,

Duke Moore
Fire Marshal
Hoover Fire Department Headquarters
RESOLUTION NUMBER 6126-19

A RESOLUTION ACCEPTING A BID FOR HOOVER CITY HALL 3RD FLOOR RENOVATIONS FOR THE CITY OF HOOVER, ALABAMA

WHEREAS, the invitation to bid was prepared and reviewed in compliance with the provisions of the Alabama Bid Law; and

WHEREAS, invitations to bid were mailed to one hundred ninety-two (192) vendors, as listed on the City of Hoover vendor list, two hundred thirty-eight (238) were sent via email for those registered to receive such bid notifications using the “Notify Me” feature of the City website, and the invitation to bid was posted on the City of Hoover website; and

WHEREAS, on July 23, 2019, at 2 p.m., the City of Hoover publicly opened and read aloud the bids submitted for Hoover City Hall 3rd Floor Renovations – BID #19-017; and

WHEREAS, three bids were submitted, as shown in the table below:

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>TOTAL BID/PROPOSED PRICE WITH ALL ALTERNATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duncan and Thompson Construction Services, LLC</td>
<td>$2,796,399.00</td>
</tr>
<tr>
<td>The Pennington Group, Inc.</td>
<td>$2,946,103.00</td>
</tr>
<tr>
<td>Williford Orman Construction, LLC</td>
<td>$2,936,600.00</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA, AS FOLLOWS:

1. The Mayor is hereby authorized to execute and deliver any and all documents necessary to secure said agreement for the Base Bid and Alternates #1 and #3 with Duncan & Thompson Construction Services, LLC for a total not to exceed $2,727,009.00; and

2. This Resolution Number 6126-19 shall become effective immediately upon the approval and adoption by the City Council of the City of Hoover, Alabama.

DONE, ORDERED, APPROVED and ADOPTED, on this the 4th day of November, 2019.

________________________________________
Gene Smith
Council President
APPROVED BY:

______________________________
Frank V. Brocato
Mayor

ATTESTED BY:

______________________________
Wendy Dickerson
City Clerk
City of Hoover, Alabama
City Hall 3rd Floor Renovation Project Overview
10/31/2019

Project Overview

- The scope of the base bid project consists of renovations to the Council Chambers, City Hall Lobby, Public Restrooms, Council Conference Room, Council Office Area, replacing the elevators and 7 Administrative Offices. Alternate bids were established to address the Patio Addition, Patio Window Replacement, Transom Windows in the Council Chambers, and Special Lighting.
- The original budget for the project was approximately $2.6M. However, that amount included the City Hall re-roofing project which was pulled out of this bid and was bid separately to accelerate the completion of that portion of the project. The cost of the roof project was approximately $1.4M.
- The City partnered with Aho Architects, LLC, to provide design services for the project.

Bid Process

- Invitations to Bid were distributed to 178 contractors by US Mail and to 238 Notify Me subscribers.
- An Advertisement For Bids was places in 4 Newspapers statewide.
- A prequalification process for contractors was conducted – Eight (8) responding contractors were prequalified.
- Six (6) contractors attended the mandatory pre-bid meeting to discuss the project and bid process.
- The City received and opened 3 bids on July 23rd as described on the Bid Tabulation prepared by the architect.
  - The low bidder is Duncan-Thompson under any scenario of base bid plus alternates.
  - The low Base Bid was $2,291,775.
  - Alternate 1 Bid – $418,266 for the Patio Addition (Base Bid+A1=$2,710,041)
  - Alternate 2 Bid – $38,806 for Replacing Patio Windows (Base Bid+A1+A2=$2,748,847)
  - Alternate 3 Bid – $16,968 for Adding Transom Windows in Council Chambers (Base Bid+A1+A2+A3=$2,765,815)
  - Alternate 4 Bid – $30,584 for Adding Special Lighting to Council Chambers (Base Bid+All Alternates=$2,796,399)

Analysis of Alternates and Possible Action Plans

- None of the alternates appear to be essential, but staff believes that Alternate 1 - Patio Addition is something that has been discussed extensively and would be utilized significantly.
- Alternate 3, for Transom Windows in the Council Chambers, appears to be affordable and warrants consideration.
- Staff does not recommend acceptance of Alternates 2 & 4 because costs significantly exceeded expectations.
- Recommended Contract Award: $2,727,009 ($2,291,775 + $418,266 + $16,968).

Current Funding Sources

- The current money available in the project budget is $922,489 after the roofing project, architect fees, and engineering fees (Project Code: CHRENO).
- Additionally, there is $368,534 surplus funding available following the completion of the second floor renovation project (Project Code: MUNREN).
- Transferring the MUNREN surplus to the CHRENO project would produce a total of $1,291,023 available funds. ($922,489 + 368,534 = $1,291,023).

Additional Funding/Appropriation Needs

- Budget Adjustments that would be required under various scenarios of Base Bid + Alternates:
  - If Council awards the Base Bid only, then $1,000,752 Additional Funding is Needed ($2,291,775 - $1,291,023 = $1,000,752)
  - If Council awards Base Bid + Alternate 1, then $1,419,018 Additional Funding is Needed ($2,291,775 + $418,266 - $1,291,023 = $1,419,018)
  - If Council awards Base Bid + Alternate 1 + Alternate 3, then $1,435,986 Additional Funding is Needed ($2,291,775 + $418,266 + $16,968 - $1,291,023 = $1,435,986)
- Furthermore, funding of $314,014 is needed for Furniture, Fixtures & Equipment plus contingencies.
- Total Additional Funding needed for Base Bid, Alternates 1 and 3, and FF&E (including contingencies) is $1,750,000 ($1,435,986 + $314,014 = $1,750,000).
July 25, 2019

Tim Westhoven
Chief Operations Officer
City of Hoover
100 Municipal Lane
Hoover, AL 35216

Re: Hoover City Hall 3rd Floor Renovations
Aho Architects # 17023.3

Dear Mr. Westhoven:

Enclosed herewith for your information and records is the Certified Tabulation of Bids for the project referenced above. Bids were received on July 23, 2019 at 2:00 p.m. in accordance with the bid law requirements and the legal advertisement for bids. We have reviewed all three bids received and certify the results as indicated on the attached tabulation.

Duncan & Thompson Construction Services, LLC is the low bidder if all alternates, no alternates, or alternates in any order are accepted. Consequently, according to the bid law, the Owner has the right to select alternates in any order because doing so would not change who the low bidder was.

If you have any questions, or need anything else, please do not hesitate to let me know. Thank you very much.

Sincerely,

AHO ARCHITECTS, LLC
Amanda S. Morris, NCARB
Project Architect

Encl.: Certified Tabulation of Bids

Cc: Ben Powell, Richard Mattis, Tim Aho
### Tabulation of Bids

<table>
<thead>
<tr>
<th>Contractor</th>
<th>License Number</th>
<th>Bonding Company or Bid Security</th>
<th>Agenda Item 1-4 Received</th>
<th>Base Bid (excl. notations)</th>
<th>Add Alt 1 description (excl. notations)</th>
<th>Add Alt 2 description (excl. notations)</th>
<th>Add Alt 3 description (excl. notations)</th>
<th>Add Alt 4 description (excl. notations)</th>
<th>Total Bid</th>
<th>Accounting of Sales Tax Form Provided?</th>
<th>Notations (included in amounts listed)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duncan &amp; Thompson Construction Services, LLC</td>
<td>22254</td>
<td>Theis, Clevenger &amp; Sons Company of America</td>
<td>Y</td>
<td>$2,913,775.00</td>
<td>$418,200.00</td>
<td>$38,804.00</td>
<td>$16,948.00</td>
<td>$30,584.00</td>
<td>$2,794,999.00</td>
<td>Y</td>
<td>88 - deduct $50,175, 89 - deduct $64,400, 90 - deduct $3,277, 91 - deduct $3,277, 92 - deduct $3,277</td>
<td>59</td>
</tr>
<tr>
<td>The Pennington Group, Inc.</td>
<td>25591</td>
<td>The Gray Insurance Company</td>
<td>Y</td>
<td>$2,322,185.00</td>
<td>$519,900.00</td>
<td>$40,584.00</td>
<td>$19,010.00</td>
<td>$34,626.00</td>
<td>$2,848,203.00</td>
<td>Y</td>
<td>88 - deduct $200,000</td>
<td>59</td>
</tr>
<tr>
<td>Wilford Osman Construction, LLC</td>
<td>41665</td>
<td>International Fidelity Insurance Co.</td>
<td>Y</td>
<td>$2,317,800.00</td>
<td>$527,000.00</td>
<td>$40,200.00</td>
<td>$18,890.00</td>
<td>$32,900.00</td>
<td>$2,939,600.00</td>
<td>Y</td>
<td>88 - deduct $182,190</td>
<td>59</td>
</tr>
</tbody>
</table>

**Notes:**

1. In every case, the mathematical integrity of the calculations was verified with the bidder. Dollar amounts shown in each tabulation column shown are the resulting amount after adjustment by any notations listed in the "notations" column at right.

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated, and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 20th day of July, 2019.

Notary Public
My Commission Expires 19/3/2022

By: Aho Architects, LLC

Trevor A. Aho, NCARB, AIA, President/CEO
RESOLUTION NUMBER 6127-19

A RESOLUTION AMENDING THE BUDGET FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2020

BE IT HEREBY RESOLVED by the Hoover City Council in regular meeting duly assembled a quorum being present that the budget for fiscal year ending September 30, 2020 is hereby amended as shown on the attached Exhibit “A”.

ADOPTED this the 4th day of November, 2019.

Gene Smith
Council President

APPROVED BY:

____________________________
Frank V. Brocato
Mayor

ATTESTED BY:

____________________________
Wendy Dickerson
City Clerk
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>(SOURCE) OR USE OF FUNDS</th>
<th>ACCOUNT NUMBER</th>
<th>PROJECT CODE</th>
<th>GENERAL FUND</th>
<th>SPECIAL REVENUE FUND</th>
<th>CAPITAL PROJECTS FUND</th>
<th>PROPRIETARY FUND</th>
<th>TOTAL</th>
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<tr>
<td>Current change in fund balance</td>
<td></td>
<td>500,000</td>
<td></td>
<td>(2,041,900)</td>
<td>(6,054,521)</td>
<td>(2,497,767)</td>
<td></td>
<td>(10,094,188)</td>
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<tr>
<td>PROPOSED CHANGES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional for lowest responsible bid City Hall 3rd floor</td>
<td>USE</td>
<td>240-0310-413.73-99</td>
<td>CHRENO</td>
<td>-</td>
<td>1,000,752</td>
<td></td>
<td></td>
<td>1,000,752</td>
</tr>
<tr>
<td>Additional for lowest responsible bid City Hall 3rd floor</td>
<td>USE</td>
<td>303-0310-413.73-99</td>
<td>CHRENO</td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
<td>368,534</td>
</tr>
<tr>
<td>Additional for alternate 1 (multipurpose community room - $418,266)</td>
<td>USE</td>
<td>240-0310-413.73-99</td>
<td>CHRENO</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td>418,266</td>
</tr>
<tr>
<td>Additional for alternate 2 (reglaze/replace patio storefront - $38,806)</td>
<td>USE</td>
<td>not funded</td>
<td></td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Additional for alternate 3 (transom windows in council chambers - $16,968)</td>
<td>USE</td>
<td>240-0310-413.73-99</td>
<td>CHRENO</td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
<td>16,968</td>
</tr>
<tr>
<td>Additional for alternate 4 (lighting enhancement - $30,584)</td>
<td>USE</td>
<td>not funded</td>
<td></td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Additional for furniture, fixtures, equipment, and other</td>
<td>USE</td>
<td>240-0310-413.61-10</td>
<td>CHRENO</td>
<td>-</td>
<td></td>
<td>-</td>
<td></td>
<td>314,014</td>
</tr>
<tr>
<td>Net amendment changes</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td>$1,750,000</td>
<td>-</td>
<td>-</td>
<td>$1,750,000</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 19 - 2463

AN ORDINANCE AUTHORIZING AN AMENDMENT TO A LEASE OF REAL PROPERTY OF
THE CITY OF HOOVER, ALABAMA FOR PUBLIC PURPOSES TO
THE PARK AND RECREATION BOARD OF THE CITY OF HOOVER

WHEREAS, the City of Hoover ("City") currently owns certain real properties located in the city of
Hoover and more particularly described in Exhibit 1 attached hereto ("City Property"); and

WHEREAS, these properties are passive parks in the city of Hoover; and

WHEREAS, the City desires to lease the City Property to the Public Park and Recreation Board of the
City of Hoover ("Park and Rec Board") to continue to be used as passive parks.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Hoover, Alabama, as
follows:

SECTION 1. It is hereby established and declared that a public purpose is served by the lease of City
Property to the Park and Rec Board and that the lease of this municipal property confers a direct public benefit
in furtherance of the public health, safety and welfare for use as athletic field parks for community use, athletic
tournaments, and other public events.

SECTION 3. The lease of the City Property by the City to the Park and Rec Board is hereby approved.

SECTION 4. Mayor Frank Brocato and Wendy Dickerson, City Clerk, are hereby authorized and
directed to execute and attest, respectively, an Amendment to Ground Lease to the Park and Rec Board in
substantially the form attached hereto as Exhibit 2 for the real property described in Exhibit 1.

SECTION 5. This ordinance shall become effective immediately upon its adoption and publication
as required by law.

ADOPTED this the 4th day of November, 2019.

Gene Smith, President of Council

APPROVED:

_________________________
Frank Brocato, Mayor

ATTEST:

_________________________
Wendy Dickerson, City Clerk
EXHIBIT 1

CITY PROPERTY – PASSIVE PARKS

1. Shades Mountain Community Park/Blue Ridge Park and Trails (1121 Blue Ridge Blvd).

2. Georgetown Park (2224 Myrtlewood Drive).

3. Loch Haven Park (Loch Haven Drive).

   a. 2000 Acquisition – 250 acres total
   b. 2007 Acquisition – 80 acres total
   c. 2008 Acquisition – 19 acres

5. Russet Woods Parks.
   a. Park 1 – Corner of Russet Hollow Road and Top O’ Tree Lane
   b. Park 2 – Russet Woods Lane

6. Tennis Courts located near Simmons Middle School (Patton Chapel Road).

7. Star Lake.

8. Veteran’s Park (4800 Valleydale Road).


10. Lake Wilborn Bike Trail.
EXHIBIT 2
AMENDMENT TO GROUND LEASE

THIS AMENDMENT TO GROUND LEASE (this “Amendment”) is made as of the ___ day of __________, 2019 (“Effective Date”), between The City of Hoover, Alabama, an Alabama municipal corporation (“Landlord”), and The Public Park and Recreation Board of the City of Hoover, an Alabama non-profit corporation (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated the ___ day of __________, 2019 (the “Lease”), for the lease of the real property located in Jefferson County, Alabama, more particularly described in Exhibit A to the Lease (the “Land”), together with all appurtenant easements, rights and privileges (the Land and such easements, rights and privileges are hereinafter referred to collectively as the “Leased Premises” or “Property”); and

WHEREAS, the Landlord and Tenant desire to amend the Lease as set forth herein to include additional real property located in the city of Hoover.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Landlord and Tenant agree as follows:

1. Amendment to Exhibit A of the Lease to add Additional Real Property to the Lease. Landlord and Tenant desire to amend the Lease to include additional real property to the Lease currently used by the City as passive parks and which additional property shall include all improvements now or hereafter located thereon, as well as appurtenant easements, rights, and privileges (all such additional property to be known herein as the “Additional Property”). Exhibit A of the Lease is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment. The Additional Property shall be included in the Lease as a part of the Land, the Leased Premises, and the Property. The Additional Property is leased subject to the following (the “Permitted Encumbrances”): (a) rights of the public in streets and highways adjoining the Land, if any; (b) zoning and building laws, ordinances, resolutions and regulations; (c) real estate taxes and assessments for public improvements which are not delinquent and not yet due and payable; (d) set back lines, easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Land; (e) all easements, rights of way, agreements, covenants and restrictions of record; (f) any reservations, exceptions or other conveyances of oil, gas, or other minerals as exist of record and (g) any restrictions on usage that are of record.

2. Amendment to Section 12 of the Agreement. Section 12 is deleted in its entirety and replaced with the following:

Section 12. ASSIGNMENT AND SUBLETTING; LEASING OF THE FIELDS.

Subject to the use restrictions set forth in Section 26, Tenant may sublease all or any part of the Leased Premises or all or any part of the Fields. Tenant shall not assign this Lease, permit any Person to occupy the Property other than pursuant to a sublease permitted under the first
sentence of this Section 12 (each such transaction shall hereinafter be referred to as an “Assignment”). Each such sublease shall incorporate, at a minimum, Sections 5, 6, 7, 9, and 10 set forth in this Lease and shall require any sublessor of the Leased Premises, the Fields or any portion thereof to secure and retain such insurance coverage in such amounts as set forth in Exhibit B hereto.

3. **Memorandum of Lease.** This Amendment shall be incorporated into a memorandum of lease in recordable form and executed by both parties hereto and recorded with the Judge of Probate in Jefferson and Shelby County, Alabama.

4. **Remainder of Agreement Unaffected; Counterparts.** The parties hereto acknowledge that, except as expressly modified hereby, the Lease remains unmodified and in full force and effect. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same amendment.
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their respective names as of the dates set forth below.

LANDLORD:

THE CITY OF HOOVER, ALABAMA

By: __________________________
   (Signature)

Printed Name: Frank Brocato

Its: Mayor

Date: __________________________

STATE OF ALABAMA )
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Brocato, whose name as Mayor of The City of Hoover, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal, this the ___ day of ___________, 2019.

____________________________
Notary Public

(SEAL)

My Commission Expires:

____________________________
TENANT:

THE PUBLIC PARK AND RECREATION BOARD OF THE CITY OF HOOVER

By: __________________________
   (Signature)

Printed Name: __________________________

Its: Chairman

Date: __________________________

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
____________________, whose name as Chairman of The Public Park and Recreation Board
of the City of Hoover, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day, that being informed of the contents thereof, he, as such
officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the ___ day of ____________, 2019.

____________________
Notary Public

(SEAL)

My Commission Expires:

____________________
EXHIBIT A

Land

I. ACTIVE PARKS

1. Hoover Sports Park Central (3458 Chapel Lane), approximately 22 acres, more or less: The following consists of the Parcel identification numbers and legal descriptions is meant to account for all land that makes up the Hoover Sports Central Park.

a. The Parcel ID Number is: 39 00 14 2 006 082.000

LEGAL DESCRIPTION: All the property contained in Real Volume 15, Page 280 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; being more particularly described as follows: All that part of the South half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 19 South, Range 3 West which lies on the West side of Chapel Lane which roadway is described in a deed recorded in Deed Record 764, Page 334 in the Office of the Judge of Probate, Bessemer Divisions of Jefferson County.

Minerals and mining rights excepted.

LESS AND EXCEPTED that portion of said property previously deeded to the City of Hoover, a Municipal corporation and recorded in Real Volume 471, Page 609 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; and subject to that easement recorded in real Volume 116, Page 855 in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and subject to all other easements and instruments of record.

b. The Parcel ID Number is: 39 00 14 2 006 082.001.

LEGAL DESCRIPTION: Commence at the Northwest corner of the South One-Half of the Southeast One-Quarter of the Northwest One-Quarter of Section 14, Township 19 South, Range 3, West; run thence in an Easterly direction along the North line of said South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 19 South, Range 3 West for a distance of 477 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the right of 96 degrees and run in a Southwesterly direction for a distance of 304 feet; thence turn an angle to the left of 59 degrees, 30 minutes and run in a Southeasterly direction for a distance of 55 feet; thence turn an angle to the left of 52 degrees and run in a Northeasterly direction for a distance of 225 feet thence turn an angle to the right of 84 degrees, 30 minutes and run in a Southeasterly direction for a distance of 58 feet; thence turn an angle to the left of 47 degrees and run in a Southeasterly direction for a distance of 178 feet; thence turn an angle to
the left of 87 degrees, 45 minute sand run in a Northeasterly direction for a distance of 369 feet, more or less, to its intersection with the Southwesterly right-of-way line of Chapel Lane; which roadway is described in deed recorded in Deed Record 764, Page 334 in the Probate Office of Jefferson County, Bessemer Division; thence run in a Northwesterly direction along the Southwesterly right-of-way line of Chapel lane for a distance of 80 feet more or less to its intersection with the North line of the South Half of the Southeast Quarter of the Northwest Quarter of Section 14, Township 19 South, Range 3 West; thence run in a Westerly direction along the North line of said South Half for a distance of 516 feet more or less to the point of beginning. Said tract containing 4.0 acres, more or less.

c. The Parcel ID Number is: 39 00 14 2 006 062.000.

**LEGAL DESCRIPTION**: A tract of land situated in the Southeast ¼ of the Northwest ¼ of Section 14, Township 19 South, Range 3 West, Jefferson County, Alabama. Begin at the Southeast corner of Lot Five in Huntcliff, 1st Sector, as recorded in Map Book 18 page 99 in the Office of the Judge of Probate of Jefferson County, Alabama; then run in a Northerly direction along the Eastern edge of Lots Five, Four and Three of said Huntcliff Subdivision, for a distance of 330.65 feet to a point on the Southernmost right of way line of Chapel Lane; thence turn an interior angle to the left of 76 degrees 57 minutes 25 seconds and run in a Southeasterly direction along said right of way line for a distance of 191.62 feet to a point on a curve turning to the right, said curve having a radius of 612.27 feet, a central angle of 21 deg. 30 min. 03 sec., a chord distance of 228.41 feet; thence run along the arc of said curve and along said right of way line for a distance of 220.76 feet; thence leaving said right of way line, turn an interior angle to the left of 113 deg. 48 min. 11 sec. from chord of said curve and run in a Southerly direction for a distance of 204.69 feet; thence turn an interior angle to the left of 88 deg. 37 min. 32 sec. and run in a Westerly direction for a distance of 395.83 feet to the point of beginning.

d. The Parcel ID Number is: 39 00 14 1 007 025.001.

**LEGAL DESCRIPTION**: Begin at the SW corner of the NE ¼ of Section 14, Township 19 South, Range 3 West and run northwesterly along the west line of said quarter section a distance of 267.33 feet; thence turn 91°30' right and run easterly 40.0 feet; thence turn 56°40'10" right and run southeasterly 35.0 feet to the westerly right-of-way of Al Seier Road; thence turn a 45° right and run southwesterly along said right of way 242 feet, more or less, to the southerly line of aforementioned quarter section line; thence turn 101°48'40" right and run westerly along said line 4.73 feet to the point of beginning. Said property lies in the SW ¼ of the NE ¼ of Section 14, Township 19 South, Range 3 West and contains 0.18 acres, more or less.
LESS AND EXCEPTED that certain tract of land as described in Real Book 2429 at Page 672, as recorded in the Office of the Judge of Probate for Jefferson County, Alabama, lying in Section 14, Township 19 South, Range 3 West and being more particularly described as follows:

COMMENCE at a capped rebar (Keel) found in place on the right-of-way line of Chambliss Circle, said rebar also being the northwest corner of Lot 5, Block 1 Huntcliff First Sector, as described in Map Book 18, Page 99, as recorded in the Office of the Judge of Probate for Jefferson County, Alabama; Thence S 03°22'08" W a distance of 296.49 feet to a set 5/8" rebar and the POINT OF BEGINNING; Thence S 67°44'51" E a distance of 6.80 feet to a set 5/8" rebar; Thence S 20°53'15 W a distance of 24.85 feet to a set 5/8" rebar; Thence S 19°30'51" W a distance of 20.72 feet to a set 5/8" rebar; Thence S 18°00'04" W a distance of 20.21 feet to a set 5/8" rebar; Thence N 60°19'54" W a distance of 26.19 feet to a set 5/8" rebar; Thence N 30°36'57" E a distance of 15.50 feet to set 5/8" rebar; Thence N 50°13'08" E a distance of 24.99 feet to a set 5/8" rebar; Thence N 26°50'02" E a distance of 12.95 feet to a set 5/8" rebar; Thence N 27°23'39" E a distance of 12.05 feet to the POINT OF BEGINNING. Said lease area contains 0.022 acres, more or less.
2. **Hoover Sports Park East** (2649 Old Rocky Ridge Road), approximately 160 acres, more or less.

**LEGAL DESCRIPTION:** Lot 1, 2, and 3 according to the map or plat of Baker's Addition to Old Rocky Ridge Road, as recorded in Map Book 153, Page 66, Probate office of Jefferson County, Alabama and as rerecorded in Map Book 19, Page 154, Probate Office of Shelby County, Alabama.
3. **Shades Mountain Park** *(1211 Al Seier Road)*, approximately 24 acres, more or less. The following consists of the Parcel identification numbers and legal descriptions is meant to account for all land that makes up the Shades Mountain Sports Park.

   a. The Parcel ID Number is: 39 00 22 2 001 007.001.

   **LEGAL DESCRIPTION:** Lot 1, according to the Survey of Hoovers Addition to Shades Mountain, as recorded in Map Book 23, page 52 in the Probate Office of Jefferson County, Alabama.

   Commence at the northeast corner of the Northwest-quarter of the northwest one-quarter of Section 22, Township 19 South, Range 3 West, run thence in a southerly direction along the east line of said quarter-quarter section for a distance along the east line of said quarter-quarter section for a distance of 46.60 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 208.71 feet; thence turn an angle to the right of 90 degrees 31 minutes 30 seconds and run in a westerly direction for a distance of 208.71 feet; thence turn an angle to the right of 89 degrees 28 minutes 30 seconds and run in a northerly direction for a distance of 208.71 feet; thence turn an angle to the right of 90 degrees 31 minutes 30 seconds and run in an easterly direction along the south line of Al Seier Road for a distance of 208.71 feet to the point of beginning. Said parcel containing 1 acre.

   b. The Parcel ID Number is: 39 00 22 2 001 003.000.

   **LEGAL DESCRIPTION:** Parcel I: Commence at the Northwest corner of the NE ¼ of the NW ¼ of Section 22, Township 19, Range 3 West and run east along the North boundary line of said forty acres for 485, more or less, to a point on the easterly line of a tract of land conveyed to B.H. and wife Louise G. Goggans in deed recorded in Real Volume 479, page 751 in Probate Office of Jefferson County, Alabama to point of beginning; thence continue east along same line 175 feet; thence South 330 feet, more or less to the North boundary line of the South 30 acres of said 40 acres, above described; thence west along said north boundary line of said south 30 acres of the 40 acre tract above described 175 feet to a point on the east line of said Goggans tract 330 feet, more or less, to the point of beginning, reserving, however, from the tract of land above described the west twenty five foot thereof for a private road. Parcel II: Begin at the NW corner of the NE ¼ of NW ¼, Section 22, Township 19, Range 3 West, run thence East 660 feet along section line to the northeast corner of grantee’s land for point of beginning; thence continue East 102 feet; thence South 330 feet, more or less; thence West 102 feet; thence North along eastern boundary of grantees said lot 330 feet more or less to point of beginning.
c. The Parcel ID Number is: 39 00 22 2 001 004.000.
The Parcel ID Number is: 39 00 22 2 001 005.000.

LEGAL DESCRIPTION: Part of Northwest Quarter of the Northeast Quarter of Section 22, Township 19 South, Range 3 West, Jefferson County, Alabama being more particularly described as follows: Begin at the Northwest corner of Lot 1, Block 4, Third Sector, Trimm’s Addition to Birch Tree Estates, as recorded in Map Book 22, Page 18, in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division and run in an easterly direction along the North line of said Lot 1, Block 4, for a distance of 190.33 feet to a point on the North right-of-way of Atdoann Drive; thence continue along last mentioned course for a distance of 32.82 feet to the West line of property conveyed to Steven E. Chambers and Joe. L. Harrell in Real Volume 2737, Page 583, Birmingham Division; thence turn an angle to the left of 91 degrees 19'; 30: and run in a Northerly direction along west line of said Chambers and Harrell property for a distance of 180.00 feet; thence turn an angle to the left of 88 degrees 40’ 20’’ and run in a Westerly direction for a distance of 222.66 feet to a point in the East line of Lot 1, God’s Little Acre Subdivision as recorded in Map Book 140, Page 6, in the Office of the Judge of Probate, Jefferson County, Alabama; thence turn an angle to the left of 91 degrees 10’ 24” and run in a Southerly direction along the East line of said Lot 1, God’s Little Acre Subdivision and the East line of Lot 6, Block 1, Reid’s Addition to Pinewood, as recorded in Map Book 19, Page 12, in the Probate Office of Jefferson County, Alabama, Bessemer Division for a distance of 180 feet, more or less, to the point of beginning.

d. The Parcel ID Number is: 39 00 22 2 001 006.000.

LEGAL DESCRIPTION: Part of the NE-1/4 of the NW-1/4 of Section 22, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, Bessemer Divisions, more particularly described as follows: Begin at the NW corner of said ¼-1/4 section; run thence Eastwardly along the North line of said ¼-1/4 section for a distance of 210 feet to the NE corner of the tract conveyed to Annie Mae Estes, by deed recorded in Volume 355, Page 205, in the Office of the Judge of Probate of Jefferson county, Alabama Bessemer Division, which point is the point of beginning the property here described; from the point of beginning thus obtained, continue Eastwardly along the North line of said 14-1/4 section for a distance of 275 feet; run thence South for a distance of 330 feet, more or less, to a point on the North line of the tract conveyed to L.A. Winfield and wife, Marie Winfield, by deed recorded in volume 694, Page 593, in the Bessemer Division of said Probate office; run thence Westwardly along the North line of said Winfield tract, for a distance of 485 feet, more or less, to the West line of said ¼-1/4 section, run thence Northwardly along the West line of said ¼-1/4 section for a distance of 15 feet, more or less the SW corner of the Estes tract for a distance of 210 feet to
the SE corner of said Estes tract; run thence Northwardly along the Easterly line of said Estes tract for a distance of 315 feet, to the point of beginning.

e. The Parcel ID Number is: 39 00 22 2 001 007.085.

**LEGAL DESCRIPTION:** Begin at the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 22, Township 19 South, Range 3 West; run thence in a northerly direction along the East line of said Quarter-Quarter Section for a distance of 998.11 feet; then turn an angle to the left of 88 degrees, 44 minutes and run in a westerly direction for a distance of 50 feet; thence turn an angle to the left of 91 degrees, 16 minutes and run in a southerly direction for a distance of 998.12 feet; thence turn an angle to the left of 88 degrees, 44 minutes, 45 seconds and run in an easterly direction along the South line of the Northwest Quarter of the Northwest Quarter of Section 22, Township 19 South, Range 3 West for a distance of 50 feet to the point of beginning.

f. The Parcel ID Number is: 39 00 15 3 000 001.002.

**LEGAL DESCRIPTION:** Commence at the southwest corner of the Southeast quarter of the Southwest quarter of Section 15, Township 19 South, Range 3 West; thence run northerly along the west line of said quarter-quarter section for a distance of 13.40 feet to a point on the northerly right-of-way line of Al Seier Road (right-of-way width: 60 feet), said point also being the southeast corner of Lot 38, as shown on the map of Highland Crest, 2nd Phase, 3rd Sector, as recorded in Map Book 25 at page 26 in the office of the Judge of Probate of Jefferson county, Alabama, said point also being the POINT OF BEGINNING; thence continue northerly along said quarter-quarter section line and along the easterly lot lines of Lots 38, 37, and 36 of said subdivision for a distance of 310.00 feet; thence, leaving said quarter-quarter section line, turn an interior angle to the left of 88°52′06″ and run easterly for a distance of 165.00 feet; thence turn an interior angle to the left of 119°55′01″ and run southeasterly for a distance of 154.47 feet; thence turn an interior angle to the left of 240°04′59″ and run easterly for a distance of 45.55 feet; thence turn an interior angle to the left of 135°33′59″; and run southeasterly for a distance of 64.27 feet; thence turn an interior angle to the left of 135°33′56″ and run southerly for a distance of 131.00 feet to a point on the aforementioned northerly right-of-way line of Al Seier Road; thence turn an interior angle to left of 88°52′06″ and run westerly along said right-of-way line for a distance 330.00 feet to the POINT OF BEGINNING, forming a closing interior angle to the left 91°07′54″. Said parcel contains 1.921 acres, more or less.
The Parcel ID Number is: 39 00 22 2 001 045.000.

**LEGAL DESCRIPTION:** A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 22, Township 19 south, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Quarter-Quarter 332.70 feet to the point of beginning; thence continue on last described course 998.11 feet to the Southwest corner of said Quarter-Quarter; thence 88° 44’ 45” to the left in an Easterly direction along the South line of said Quarter-Quarter 659.50 feet; thence 91°17’11” to the left in a Northerly direction 997.98 feet; thence 88°42’04” to the left in a Westerly direction 659.05 feet to the point of beginning.
4. **Spain Park Sports Complex (4710 Valleydale Road)**. The following consists of the Parcel identification number(s) and legal description(s) is meant to account for all land that makes up the Spain Park Softball Fields/Sports Complex.

a. A portion of Parcel Number: 10 1 11 0 001 017.000.

**LEGAL DESCRIPTION**: Beginning at an existing iron rebar found on the north line of the NE 1/4 of the SE 1/4 of Section 10, Township 19 South, Range 2 West, Shelby County, thence run in a Southerly direction for a distance of 723.22 ft. to an existing iron rebar, thence turn a slight angle to the right and continue in a southerly direction for a distance of 577.98 ft. to an existing iron rebar, thence run in an easterly direction approximately 540 ft., thence run in a northeasterly direction 800 ft., thence run in a north northeasterly direction a distance of 590 ft. along the back of curb of a Hoover softball field parking lot to a point adjacent to the entrance drive of the parking lot, thence run easterly a distance of 350 ft. to a point along the edge of the entrance drive to the parking lot, thence run in a southeasterly direction a distance of 180 ft. to the western right-of-way line of Valleydale Road thence run in a northeasterly direction a distance of 280 ft. to the intersection of the western right-of-way of Valleydale Road and the 1/4 section line, thence travel in a westerly direction along the 1/4 section line of the NW 1/4 of the SW 1/4 of Section 11, Township 19 South, Range 2 West a distance of 1,890 ft. to the point of beginning. Property consists of approximately 32.8 acres, more or less.
II. PASSIVE PARKS

1. Shades Mountain Community Park/Blue Ridge Park and Trails (1121 Blue Ridge Blvd.)

LEGAL DESCRIPTION

Two parcels of land situated in the West half of Section 35, Township 18 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Parcel One

Begin at a 1 inch crimped iron found being the Southeast corner of Lot 2, Block 1, Imperial Forrest First Sector, as recorded in Map Book 76, Page 57 in the Office of the Judge of Probate, Jefferson County, Alabama, also being the Northeast corner of Lot 3, Block 1, in said Subdivision; thence run in a Northerly direction along the East line of Lots 2 and 1, Block 1 in said subdivision for a distance of 306.38 feet to a 1 inch crimped iron found at the Northeast corner of said Lot 1, also being on the Southeast right-of-way line of Blue Ridge Boulevard, also being on a curve to the left, having a central angle of 12 degrees, 47 minutes, 06 seconds and a radius of 152.96 feet; thence turn an angle to the right of 26 degrees, 53 minutes, 09 seconds to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 34.13 feet to an iron pin set; thence turn an angle to the right of 64 degrees, 57 minutes, 15 seconds from the chord of said curve and run in an Easterly direction for a distance of 219.66 feet to an iron pin set; thence turn an angle to the right of 88 degrees, 09 minutes, 37 seconds and run in a Southerly direction for a distance of 471.05 feet to an iron pin set; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Westerly direction for a distance of 234.95 feet to a point on the East line of Lot 3, Block 1 in said subdivision; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northerly direction along the East line of said Lot 3 for a distance of 141.34 feet to the point of beginning; said parcel containing 2.55 acres, more or less.

Parcel Two

To be used as a 50 foot access and utilities easement:

Commence at a 1 inch crimped iron found being the Southeast corner of Lot 2, Block 1, Imperial Forrest First Sector, as recorded in Map Book 76, Page 57 in the Office of the Judge of Probate, Jefferson County, Alabama, also being the Northeast corner of Lot 3, Block 1, in said Subdivision; thence run in a Northerly direction along the East line of Lots 2 and 1, Block 1 in said subdivision for a distance of 306.38 feet to a 1 inch crimped iron found at the Northeast corner of said Lot 1, also being on the Southeast right-of-way line of Blue Ridge Boulevard, also being on a curve to the left, having a central angle of 12 degrees, 47 minutes, 06 seconds and a radius of 152.96 feet; thence turn an angle to the right of 26 degrees, 53 minutes, 09 seconds to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 34.13 feet to the point of beginning; thence continue along last stated curve to the left having a central angle of 19 degrees, 03 minutes, 24 seconds and a radius of 152.96 feet; thence run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 50.88 feet to a point; thence turn an angle to the right of 80 degrees, 52 minutes, 30 seconds from the chord of said curve and run in an Easterly direction for a distance of 210.03 feet to a point; thence turn an angle to the right of 88 degrees, 09 minutes, 37 seconds and run in a Southerly direction for a distance of 50.03 feet to a point; thence turn an angle to the right of 91 degrees, 50 minutes, 23 seconds and run in a Westerly direction for a distance of 219.66 feet to the point of beginning; said parcel containing 10,670 square feet or 0.2449 acres, more or less.
LEGAL DESCRIPTIONS

Parcel A

Begin at the northwesterly corner of Lot 1, Block P, Chapel Hill Subdivision, First Addition, as recorded in Map Book 54, Page 51, in the office of the Judge of Probate, Jefferson County, Alabama; run thence South 88 degrees, 59 minutes East along the North line of Section 12, Township 19 South, Range 3 West, for a distance of 317.13 feet to a point on the northwesterly right of way line of Dundale Road; thence run South 19 degrees 20 minutes West along the northwesterly right of way line of Dundale Road for a distance of 11.72 feet to the point of beginning of a curve to the right, said curve having a central angle of 90 degrees, and a radius of 25 feet; thence run along the arc of said curve in a southeasterly direction for a distance of 35.36 feet to the end of said curve and the point of beginning of a curve to the left, said curve having a central angle of 90 degrees and a radius of 25 feet; thence run along the arc of said curve to the left a distance of 173.83 feet to the northwesterly corner of Lot 1, Block P, Chapel Hill Subdivision, First Addition, as recorded in Map Book 56, Page 53, in the office of the Judge of Probate, Jefferson County, Alabama; thence run North 54 degrees, 00 minutes West a distance of 142.58 feet to the point of beginning.

Parcel B

Begin at the northwesterly corner of Lot 33, Block F, Chapel Hill Subdivision, First Addition, as recorded in Map Book 56, Page 53, in the office of the Judge of Probate, Jefferson County, Alabama; thence run North 88 degrees, 59 minutes East along the North line of Section 12, Township 19 South, Range 3 West for a distance of 297.98 feet to a point on the southeasterly right of way line of Dundale Road; thence run South 19 degrees, 20 minutes West along the southeasterly right of way line of Dundale Road for a distance of 28.28 feet to the point of beginning of a curve to the left, said curve having a central angle of 90 degrees and a radius of 25 feet; thence run along the arc of said curve to the left for a distance of 35.36 feet to the end of said curve; thence run South 70 degrees, 40 minutes East along the northeasterly right of way line of Myrtlewood Drive for a distance of 250 feet to the southeasterly corner of Lot 33, Block F, of said Chapel Hill Subdivision, First Addition; thence run North 19 degrees, 20 minutes East along said Lot 33 a distance of 146.57 feet to the point of beginning.

Parcel C

Begin at the northeasterly corner of Lot 30, Block J, Chapel Hill Subdivision, First Addition, as recorded in Map Book 56, Page 53, in the office of the Judge of Probate, Jefferson County, Alabama; run thence South 19 degrees, 20 minutes West along the southeasterly line of Lot 30, Block J, of said Chapel Hill Subdivision, First Addition for a distance of 135.15 feet; run thence South 24 degrees, 18 minutes West along the easterly lines of Lot 229, 28 and 27, Block J, of said Chapel Hill Subdivision, First Addition, for a distance of 82.07 feet; thence run South 4 degrees, 42 minutes East along the easterly line of Lots 25 and 24, Block J, of Chapel Hill Subdivision, First Addition, for a distance of 266.91 feet; thence run South 14 degrees, 57 minutes, 31 seconds West along the easterly line of Lot 26, Block J, Chapel Hill Subdivision, First Addition, for a distance of 135.15 feet; thence run South 4 degrees, 42 minutes East along the easterly line of Lots 7 and 8, Block J, of Chapel Hill Subdivision, First Addition; thence run North 30 degrees, 54 minutes, 49 seconds East along the northeasterly lines of Lots 6 and 7, Block J, Chapel Hill Subdivision, First Addition, for a distance of 225.10 feet; thence run North 19 degrees, 20 minutes East along the northeasterly line of Lot 1, Block J, Chapel Hill Subdivision, First Addition, for a distance of 216.64 feet to a point on the northeasterly right of way line of Myrtlewood Drive; thence run North 70 degrees, 40 minutes West along the right of way line of Myrtlewood Drive for a distance of 330.69 feet to the point of beginning.
3. Loch Haven Park (Loch Haven Drive)

LEGAL DESCRIPTION

Part of the East 1/2 of the SE 1/4 of Section 6, T 19 S, R 2 W, and part of the SW 1/4 of SW 1/4 of Section 3, T 19 S, R 2 W all of which is more particularly described as follows: All that part of the East 1/2 of the SE 1/4 of said Section 6, T 19 S, R 2 W, lying east of Block 5 and east and South of Block 3, of Loch Haven Second Sector as recorded in Map Book 57 Page 77 in the Probate Office of Jefferson County, Ala. Also all that part of the SW 1/4 of the SW 1/4 of Section 3, T 19 S, R 2 W which lies north of Loch Haven Drive as recorded in Map Book 95 Page 26 and Map Book 95, Page 27 in the Probate Office of Jefferson County, Alabama and west of Vestavia Knolls First Phase as recorded in Map Book 95, Page 27 in the Probate Office of Jefferson County, Alabama (Subject to rights of ways for Jefferson County Sanitary Sewers and Little Shades Creek). The acreage of the entire property heretofore described is 17.3 acres more or less.
4. Moss Rock Preserve

LEGAL DESCRIPTION

a. 2000 Acquisition – 250 acres

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 16, Township 19 South, Range 3 West, Jefferson County, Alabama, and run in a Westerly direction along the South line of said Section 16 a distance of 481.54 feet to a point on the Easterly right-of-way line of Sulphur Springs Road, said point being the POINT OF BEGINNING; thence turn a deflection angle of 75°31'20" and run to the right in a Northwesterly direction along the Easterly right-of-way line of Sulphur Springs Road a distance of 197.09 feet to the PC of a curve; thence continue in a Northwesterly direction along the Easterly right-of-way line of Sulphur Springs Road and along the arc of a curve to the right having a central angle of 1°05'28" and a radius of 3218.40 feet a distance of 61.29 feet to a point; thence turn an interior angle of 141°33'27" (angle measured from tangent) and run to the right in a Northeasterly direction along the Southeasterly line of Martinwood Estates, 8th Sector, as recorded in Plat Book 24, Page 6, and its Southwesterly projection a distance of 2638.62 feet to a point on the North line of the Northeast 1/4 of the Southeast 1/4 of Section 16; thence turn an interior angle of 115°22'31" and run to the right in an Easterly direction along the North line of said 1/4-1/4 section and along the South line of Martinwood Estates, 5th Sector, as recorded in Plat Book 19, Page 14, a distance of 660.07 feet to the Northeast corner
of the Northeast 1/4 of the Southeast 1/4 of Section 16; thence turn an interior angle of 225°46'58" and run to the left in a Northeasterly direction along the Southeasterly line of Martinwood East, 6th Sector, as recorded in Plat Book 20, Page 74, and Martinwood East, 3rd Sector, as recorded in Plat Book 18, Page 29, in the Probate Office of Jefferson County, Alabama, a distance of 3194.39 feet to a point; thence turn an interior angle of 223°58'34" and run to the left in a Northerly direction along the East line of Martinwood East, 3rd Sector, as recorded in Plat Book 18, Page 29, a distance of 346.93 feet to a point on the North line of Section 15; thence turn an interior angle of 90°01'28" and run to the right in an Easterly direction along the North line of said Section 15 a distance of 1654.93 feet to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 15; thence turn an interior angle of 168°12'34" and run to the right in a Southerly direction a distance of 28.83 feet to a point; thence turn an interior angle of 145°30'51" and run to the right in a Southwesterly direction a distance of 34.60 feet to a point; thence turn an interior angle of 193°46'09" and run to the left in Southwesterly direction a distance of 71.67 feet to a point; thence turn an interior angle of 212°35'33" and run to the left in a Southerly direction a distance of 35.74 feet to a point; thence turn an interior angle of 167°55'02" and run to the right in a Southwesterly direction a distance of 282.10 feet to a point; thence turn an interior angle of 210°34'29" and run to the left in a Southeasterly direction a distance of 35.46 feet to a point; thence turn an interior angle of 165°12'14" and run to the right in a Southerly direction a distance of 25.36 feet to a point; thence turn an interior angle of 153°51'41" and run to the right in a Southwesterly direction a distance of 29.24 feet to a point; thence turn an interior angle of 154°17'32" and run to the right in a Southwesterly direction a distance of 32.14 feet to a point; thence turn an interior angle of 208°43'44" and run to the left in a Southwesterly direction a distance of 67.00
feet to a point; thence turn an interior angle of 158°13'50" and run to the right in a Southwesterly direction a distance of 154.45 feet to a point; thence turn an interior angle of 212°59'03" and run to the left in a Southerly direction a distance of 57.03 feet to a point; thence turn an interior angle of 188°46'59" and run to the left in a Southerly direction a distance of 47.35 feet to a point; thence turn an interior angle of 180°00'00" and continue in a Southerly direction a distance of 11.35 feet to a point; thence turn an interior angle of 143°34'11" and run to the right in a Southwesterly direction a distance of 33.54 feet to a point; thence turn an interior angle of 161°20'24" and run to the right in a Southwesterly direction a distance of 25.87 feet to a point; thence turn an interior angle of 219°45'36" and run to the left in a Southwesterly direction a distance of 42.72 feet to a point; thence turn an interior angle of 146°52'12" and run to the right in a Southwesterly direction a distance of 42.16 feet to a point; thence turn an interior angle of 204°41'37" and run to the left in a Southwesterly direction a distance of 50.54 feet to a point; thence turn an interior angle of 169°11'03" and run to the right in a Southwesterly direction a distance of 180.27 feet to a point; thence turn an interior angle of 201°39'54" and run to the left in a Southwesterly direction a distance of 30.56 feet to a point; thence turn an interior angle of 256°18'31" and run to the left in a Southeasterly direction a distance of 31.05 feet to a point; thence turn an interior angle of 139°15'58" and run to the right in a Southeasterly direction a distance of 57.25 feet to a point; thence turn an interior angle of 107°16'17" and, leaving the unnamed branch and Hoover Board of Education boundary, run to the right in a Southwesterly direction a distance of 150.87 feet to a point; thence turn an interior angle of 204°00'00" and run to the left in a Southwesterly direction a distance of 830.00 feet to a point; thence turn an interior angle of 169°59'57" and run to the right in a Southwesterly direction a distance of 529.99 feet to a point; thence turn an interior angle of 159°59'58" and run to the right in a Southwesterly direction a distance of 680.02 feet to a point; thence turn an interior angle of 219°59'42" and run to the left in a Southwesterly direction a distance of 270.00 feet to a point; thence turn an interior angle of 129°59'33" and run to the right in a Southwesterly direction a distance of 1770.04 feet.
to a point; thence turn an interior angle of 248°59'34" and run to the left in a Southerly direction a distance of 699.98 feet to a point; thence turn an interior angle of 136°28'03" and run to the right in a Southwesterly direction along the Northwest line of Highland Crest, 1st Sector, as recorded in Plat Book 24, Page 90, a distance of 1219.36 feet to a point on the South line of Section 16; thence turn an interior angle of 179°59'27" and run to the right in a Southwesterly direction along the Northwest line of Highland Crest, 1st Sector, a distance of 784.61 feet to a point; thence turn an interior angle of 225°22'39" and run to the left in a Southerly direction along the West line of said Highland Crest, 1st Sector, a distance of 66.28 feet to a point on the Northerly right-of-way line of Sulphur Springs Road; thence turn an interior angle of 85°16'24" and run to the right in a Westerly direction along the Northerly right-of-way line of Sulphur Springs Road a distance of 153.85 feet to the PC of a curve; thence continue in a Westerly to Northwesterly direction along the Northerly right-of-way line of said Sulphur Springs Road and along the arc of a curve to the right having a central angle of 35°36'00" and a radius of 293.31 feet a distance of 182.24 feet to the PT of said curve; thence continue in a Northwesterly direction along the projection of the tangent of the last described curve and along the Northeasterly right-of-way line of Sulphur Springs Road a distance of 50.00 feet to the PC of a curve; thence continue in a Northwesterly direction along the Northeasterly right-of-way line of Sulphur Springs Road and along the arc of a curve to the right having a central angle of 12°00'00" and a radius of 691.20 feet a distance of 144.76 feet to a point of compound curvature; thence continue in a Northwesterly direction along the Northeasterly right-of-way line of said Sulphur Springs Road and along the arc of a curve to the right having a central angle of 20°00'00" and a radius of 415.74 feet a distance of 145.12 feet to a point of compound curvature; thence continue in a Northwesterly direction along the Northeasterly right-of-way line of said Sulphur Springs Road and along the arc of a curve to the right having a central angle of 80°00'00" and a radius of 793.51 feet a distance of 110.68 feet to the PT of said curve; thence continue in a Northwesterly direction along the projection of the tangent of the last described curve and along the Northeasterly right-of-way line of Sulphur Springs Road a distance of 100.00 feet to the PC of a curve;
thence continue in a Northwesterly direction along the Northeasterly right-of-way line of said Sulphur Springs Road and along the arc of a curve to the left having a central angle of 30'30"00' and a radius of 1457.39 feet a distance of 89.03 feet to the PT of said curve; thence continue in a Northwesterly direction along the Northeasterly right-of-way line of said Sulphur Springs Road and along the projection of the tangent of the last described curve a distance of 2.91 feet to the POINT OF BEGINNING.

RESERVING AND EXCEPTING unto Grantor, Grantor's successors and assigns, from the above subject tract of land certain easements for underground utilities and the right to grant such easements to others for the purpose of providing utility services to Grantor's adjacent lands. The location of said easements shall be mutually approved by Grantor and Grantee to provide reasonable utility services to adjacent lands of Grantor and to minimize any negative impact on the land conveyed hereunder.
b. 2007 Acquisition – 80 acres

i. Legal 1

State of Alabama
County of Jefferson

Property 1-PARCEL C: Begin at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run along said Section line South 1 deg. 27 min. 02 sec. East 726.70 feet to a point situated in the Northerly right of way line of Old Chapel Road, said point also being situated on a curve to the left; thence run along the chord of said curve on a chord bearing of North 68 deg. 32 min. 47 sec. West for a chord distance of 146.01 feet; thence run North 42 deg. 23 min. 40 sec. West 102.91 feet to a point situated on the East right of way line of Patton Chapel Road; thence run along said right of way line North 7 deg. 05 min. 25 sec. West 300.07 feet; thence run South 32 deg. 56 min. 46 sec. West 69.76 feet; thence run North 7 deg. 01 min. 12 sec. West 99.77 feet; thence run South 63 deg. 21 min. 51 sec. West 20.07 feet; thence run North 7 deg. 02 min. 51 sec. West 200.40 feet; thence run North 82 deg. 57 min. 67 sec. East 19.99 feet; thence run North 7 deg. 04 min. 13 sec. West 7.9 feet to a point situated on the North line of the aforesaid 1/4 - 1/4 Section; thence run North 88 deg. 42 min. 58 sec. East 332.21 feet to the point of beginning; being situated in Jefferson County, Alabama.

All being situated in Jefferson County, Alabama.

ii. Legal 2

The Southeast Quarter of the Southeast Quarter of Section 10, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, less and except any part lying within roads and less and except minerals and mining rights.
iv. Legal 3

Property 3: Exhibit A: Parcel B - Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run South 69 deg. 45 min. 19 sec. West 24.22 feet to the point of beginning; thence continue along last described course 192.90 feet to the point situated on the Easterly right of way line of Paton Chapel Road; thence run along said right of way line North 7 deg., 04 min. 13 sec. West 169.28 feet; thence run North 82 deg. 57 min. 08 sec. East 99.97 feet; thence run North 7 deg. 04 min. 41 sec. West 150.23 feet; thence run South 62 deg 65 min. 19 sec. West 40.00 feet; thence run North 7 deg. 05 min. 04 sec. West 149.86 feet; thence run North 35 deg. 54 min. 16 sec. East 77.50 feet to a point situated on the Southerly right of way line of Old Chapel Road; said point also being situated on a curve to the right; thence run along the chord of said curve on a chord bearing of South 70 deg. 16 min. 47 sec. East for a chord distance of 175.09 feet; thence run South 53 deg. 50 min. 17 sec. East 66.51 feet; thence run South 1 deg. 27 min. 02 sec. East 237.80 feet to a point situated on the Westerly right of way of Old Chapel Road; thence run along said right of way line South 3 deg. 00 min. 27 sec. West 133.38 feet to the point of beginning; being situated in Jefferson County, Alabama.

Exhibit B: Parcel A- All that part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 19 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Begin at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of the aforesaid Section 11; thence run in a Northerly direction along the West boundary line of the said 1/4 - 1/4 Section a distance of 214.32 feet to the Intersection of said West boundary line with the Westerly boundary line of the right of way of Chapel Road (Chapel Road having a right of way width of 60.00 feet), which said intersection point is the point of beginning of the tract of land conveyed hereby; thence from the said point of beginning, continue in a Northerly direction along the said West boundary line of the said 1/4 - 1/4 Section for a distance of 242.92 feet to a point on the curve of the West boundary line of the right of way of the said Chapel Road; thence turn an angle of 136 deg. 51 min. 10 sec. to the right to establish a line tangent to the arc of the said curve at the said latter point; thence to the right along the arc of the said curve for a distance of 118.54 feet (the said curve having a radius of 120.00 feet and being subtended by a central angle of 55 deg. 27 min. 09 sec. and having a chord distance of 113.52 feet between the said points on the said curve), thence Southwesterly along the said Westerly boundary line of the right of way of the said Chapel Road, a distance of 91.53 feet to a point; thence continuing along the said Westerly boundary line after turning an angle to the left 10 deg. 27 min. 09 sec. for a distance of 44.31 feet to the point of beginning; being situated in Jefferson County, Alabama. The tract here described is the same irregularly shaped tract of land that is shown lying 30 feet due West of the Westerly boundary of Lot 59 of the plat and map of Verdure Knolls, First Sector, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, in Map Book 18 Page 20; being situated in Jefferson County, Alabama.

iv. Legal 4

All that part of the NW 1/4 of the SE 1/4, Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama lying to the East of the existing Recorded Subdivision known as Shades Wood Park as recorded in the Probate Office of Jefferson County in Map Book 28, Page 94.

(Also described on Attached Exhibit "A")
vi. Legal 5

All that part of the NE 1/4 of the SE 1/4, Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama lying to the West of the ROW of Patton Chapel Road and to the East of the center of an existing creek known as Hurricane Creek.

Also described as:

Property 5- All of that part of the Northeast 1/4 of the SE 1/4 of Section 10, Township 19 south, Range 3 West, Jefferson County, Alabama lying West of the Westerly right-of-way line of Patton Chapel Road being more particularly described as follows: Commence at the Southeast corner of the aforesaid 1/4-1/4 Section; thence run South 89 deg.-46'-19" West along the South line of said 1/4-1/4 Section 374.18 feet to the Point of Beginning; said point being situated on the Westerly right-of-way line of Patton Chapel Road; thence continue along the last described course 924.29 feet to the Southwest corner of aforesaid 1/4-1/4 Section; thence run North 01*-30'-36" West along the West line of said 1/4-1/4 Section 1319.25 feet to the Northwest corner of aforesaid 1/4-1/4 Section; thence run North 69*-42'-58" East along the North line of said 1/4-1/4 Section 839.70 feet to a point situated on the Westerly right-of-way line of Patton Chapel Road; thence run along said right-of-way line South 07*-04'-13" East 127.73 feet; thence run North 82*-55'-47") East 20.00 feet; thence run South 07*-03'-48") East 649.63 feet; thence run South 83*-34'-42") 10.02 feet; thence run South 07*-06'-05") East 99.97 feet; thence run South 82*-59'-52") West 34.96 feet; thence run South 07*-04'-13") East 347.67 feet to the Point of Beginning.

Less and except all of the above described property lying West of the center line of Hurricane Creek.

vi. Legal 6

All that part of the NE 1/4 of the SE 1/4, Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama lying to the West of the center of an existing creek known as Hurricane Creek.

Subject to current taxes, easements and restrictions of record.
All that part of the Northwest ¼ of the Southwest ¼ of Section 11, Township 19 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Begin at the Southwest corner of the Northwest ¼ of the Southwest ¼ of the aforesaid Section 11; thence run in a Northerly direction along the West boundary line of the said ¼ - ¼ Section a distance of 214.32 feet to the intersection of said West boundary line with the Westerly boundary line of the right of way of Chapel Road (Chapel Road having a right of way width of 60.00 feet), which said intersection point is the point of beginning of the tract of land conveyed hereby; thence from the said point of beginning, continue in a Northerly direction along the West boundary line of the said ¼ - ¼ Section for a distance of 242.92 feet to a point on the curve of the West boundary line of the right of way of the said Chapel Road; thence turn an angle of 136 degrees, 51 minutes, 10 seconds to the right along the arc of the said curve for a distance of 118.24 feet (the said curve having a radius of 120.00 feet and being subtended by a central angle of 56 degrees, 27 minutes, 20 seconds and having a chord distance of 113.52 feet between the said points on the said curve); thence Southwesterly along the said Westerly boundary line of the right of way of the said Chapel Road, a distance of 91.63 feet to a point; thence continuing along the said Westerly boundary line after turning an angle to the left 10 degrees, 27 minutes, 30 seconds for a distance of 44.31 feet to the point of beginning; being situated in Jefferson County, Alabama. The tract here described is the same irregularly shaped tract of land that is shown lying 60 feet due West of the Westerly boundary of Lot 59 of the plat and map of Verdure Knolls First Sector, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, in Map Book 18, Page 20; being situated in Jefferson County, Alabama.
c. 2008 Acquisition – 19 acres
Parcel ID No. 39-10-4-001-034.000
Address: 319 Shadeswood Drive

The East 620 feet of the SW 1/4 of the SE 1/4 of Section 10, Township 19 South, Range 2 West, Jefferson County, Alabama.

Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record. Subject to any accrued taxes or assessments not yet due and payable.
5. Russet Woods Parks

a. Park 1 (Corner of Russet Hollow Road and Top O' Tree Lane)

**LEGAL DESCRIPTION**

Description: Parcel 1

A parcel of land situated in the northwest quarter of the northeast quarter of Section 6, Township 20 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the southeast corner of Lot 7, Block "A", Russet Woods, Third Sector, as of record in Map Book 23, Page 28, in the Office of the Judge of Probate, Jefferson County, Alabama (Bessemer Division). Thence run in an easterly direction along the south line of Parcels 2 and 3 for a distance of 263.17 feet to the point of beginning. Thence continue in an easterly direction for a distance of 131.54 feet to a point on the west right of way line of Russet Hollow Road. Thence turn an angle to the left of 104 degrees 26 minutes and run in a northwesterly direction along said right of way for a distance of 129.10 feet to the point of commencement of a curve to the left having a radius of 25.0 feet, a central angle of 75 degrees, 29 minutes, 35 seconds. Thence run along the arc of said curve for a distance of 32.94 feet to the end of said curve to a point. Said point also being on the south right of way line of Top O' Tree Lane. Thence continue along said right of way in a westerly direction and run tangent to said curve for a distance of 75.00 feet to a point, said point being the northeast corner of Parcel 2. Thence turn an angle to the left of 90 degrees and run in a southerly direction along the common line of Parcel 2 and Parcel 1 for a distance of 143.90 feet to the point of beginning. Said Parcel 1 contains 16,172.73 Square Feet or 0.37 Acres more or less and is subject to easements and restrictions of record.

Description: Parcel 2

A parcel of land situated in the northwest quarter of the northeast quarter of Section 6, Township 20 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the southeast corner of Lot 7, Block "A", Russet Woods, Third Sector as of record in Map Book 23, Page 28 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division), thence run in an easterly direction along the south line of Parcel 3 for a distance of 139.76 feet to the point of beginning. Thence continue in an easterly direction for a distance of 123.41 feet to a point. Thence turn an angle to the left of 89 degrees 55 minutes 35 seconds and run in a northerly direction along the common line of Parcel 2 and Parcel 1 for a distance of 143.90 feet to a point on the south right of way line of Top O' Tree Lane. Thence turn an angle to the left of 90 degrees and run in a westerly direction along said right of way line for a distance of 37.84 feet to the point of commencement of a curve to the right, having a radius of 337.16 feet, a central angle of 10 degrees 05 minutes. Thence run along the arc of said curve and run along said right of way line for a distance of 59.33 feet. Said point being the northeast corner of Parcel 3. Thence turn an angle to the left 90 degrees from the tangent and run in a southwesterly direction along the common line of Parcel 3 and Parcel 2 for a distance of 151.60 feet to the point of beginning. Said Parcel 2 contains 16,027.79 Square Feet or 0.37 Acres more or less and is subject to easements and restrictions of record.
DESCRIPTION: Parcel 3

A parcel of land situated in the northwest quarter of the northeast quarter of Section 6, Township 20 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the southeast corner of Lot 7, Block "A", Russet Woods, Third Sector as of Record in Map Book 23, Page 28 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division), thence run in an easterly direction for a distance of 139.76 feet to a point. Thence turn an angle to the left of 79 degrees 50 minutes 35 seconds and run in a northwesterly direction along the common line of Parcel 3 and Parcel 2 for a distance of 151.60 feet to a point on the south right of way line of Top O' Tree Lane. Said point also being on a curve having a radius of 337.16 feet, a central angle of 15 degrees 00 minutes, and curving to the right in a westerly to northwesterly direction, thence turn an angle to the left 90 degrees to the tangent and run along the arc of said curve and said right of way line for a distance of 88.27 feet to a point, said point being the northeast corner of said Lot 7, Block "A". Thence turn an angle to the left 90 degrees from the tangent of said curve and run in a southwesterly direction along the east lot line of said Lot 7 for a distance of 194.36 feet to the point of beginning. Said Parcel 3 contains 18,738.69 Square Feet or 0.43 Acres more or less and is subject to easements and restrictions of record.

b. Park 2 (Russet Woods Lane)

LEGAL DESCRIPTION

Parcel of land situated in the North One-Half of the Northwest Quarter of Section 6, Township 20 South, Range 3 West, being more particularly described as follows: Begin at the Northwest corner of Lot 32, Block 1, Russet Woods, Fourth Sector, Second Addition as recorded in Map Book 24, Page 4 A&B, in the Bessemer Division of the Office of the Judge of Probate, Jefferson County, Alabama; said point also being on the Southerly line of way of Russet Woods Lane; thence run S 00°00'37" W along the northwesterly line of Lots 37, 22 and 21, Block 1 of said subdivision for a distance of 630.05 feet; thence run N 241.02 feet to the Southwesterly corner of said Lot 20, said point being on the South Line of the Northwest Quarter of the Northwest Quarter of said Section 6; thence run S 89°56'28" W along said South line for a distance of 451.91 feet to the most Southeasterly corner of said Lot 11. Block 4, Russet Woods, Fifth Sector, Phase Three, First Addition as recorded in the Bessemer Division of the Office of the Judge of Probate, Jefferson County, Alabama; thence run N 69°05'29" E along the Easterly line of Lots 11 and 10 of said subdivision for a distance of 206.06 feet to the common rear lot corner of Lots 10 and 7. Block 4 of said subdivision, thence run N 72°05'21" E along the southerly line of Lots 7, 6, and 5. Block 4 for a distance of 309.24 feet to the common rear lot corner of Lots 5 and 4. Block 4 of said subdivision; thence run N 56°30'59" E along the Southerly line of Lot 4 for a distance of 147.13 feet to the common rear lot corner of Lots 4 and 3. Block 4 of said subdivision; thence turn an angle of 2°52'20" to the right of way of Русset Woods Lane and also being on a curve for a distance of 43.51 feet along the Southerly Right-of-Way of Russet Woods Lane to the end of said curve; thence run N 90°00'00" E along said Right-of-Way for a distance of 81.08 feet to the point of beginning. Said parcel contains 3.98 acres more or less and is subject to any easements and rights-of-way of record.
6. Tennis Courts Located Near Simmons Middle School (Patton Chapel Road)

LEGAL DESCRIPTION

Part of the SE-1/4 of the NE-1/4 of Section 15, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

From an existing 3-inch capped iron pipe being the locally accepted NE corner of said SE-1/4 of NE-1/4 of said Section 15, run in a westerly direction along the north line of said 1/4-1/4 section for a distance of 400.62 feet to an existing iron rebar set by Weygand, being the point of beginning; thence continue in a westerly direction along last mentioned course for a distance of 320.0 feet to an existing #5 iron rebar set by Sain & Associates; thence turn an angle to the left of 90°-02'-04" and run in a southerly direction for a distance of 283.0 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 91°-37'-02" and run in an easterly direction for a distance of 300.77 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 84°-20'-54" and run in a northerly direction for a distance of 275.0 feet, more or less, to the point of beginning.

Containing 1.984 acres, more or less
7. Star Lake

LEGAL DESCRIPTION

Commence at the Northeast Corner of the SE² of the NE² of Section 11, Township 19 South, Range 3 West, thence run south along the east line of said SE² section for 25 feet to a point on the south line of Star Lake Drive; thence 90°00' right and run west along the south line of said Star Lake Drive for 24.05 feet to a point on the east line of Oriole Drive; said point being the point of beginning; thence run westerly along the south line of Star Lake Drive, and said line extended for 513 feet, more or less, to a point on the westerly line of Deo Dara Drive; thence run northwesterly along the westerly line of Deo Dara Drive for 481 feet to a point on the center line of Club Drive; thence run northeast­erly along the northwesterly line of Deo Dara Drive for 607.76 feet, more or less, to a point on the north­easterly line of Oriole Drive, extended northwesterly; thence run southeasterly to and along the northeasterly line of Oriole Drive for 432 feet, more or less; thence continue southeasterly, southerly and southwesterly along the easterly line of Oriole Drive for 383.33 feet, more or less to the point of beginning.

The above described tract contains 9.06 acres, more or less.
8. Veteran's Park (4800 Valleydale Road)

LEGAL DESCRIPTION

Parcel I

Part of the West ½ of the SW ¼ of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the SE corner of the SW ¼ of SW ¼ of said Section 11, run in a westerly direction along the south line of said ¼ - ¼ section for a distance of 1075.09 feet to an existing open top iron pin; thence turn an angle to the right of 87 degrees 28 minutes 32 seconds and run in a northerly direction for a distance of 293.18 feet to an existing crimp iron pin being on the southeast right-of-way line of Valleydale Road; thence turn an angle to the right of 46 degrees 13 minutes 07 seconds and run in a northeasterly direction along the southeast right-of-way line of said Valleydale Road for a distance of 1381.46 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction and having a central angle of 6 degrees 53 minutes 56 seconds and a radius of 951.10 feet; thence continue in a northeasterly direction along the southeast right-of-way line of said Valleydale Road for a distance of 114.52 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (137 degrees 34 minutes 48 seconds from the chord of last mentioned curve) and run in a southerly direction along the east line of said West ½ of SW ¼ of said Section 11 for a distance of 45.88 feet to an existing 2" capped iron pipe; thence turn an angle to the left of 0 degrees 18 minutes 56 seconds and run in a southerly direction along the east line of the SW ¼ of the SW ¼ of said Section 11 for a distance of 1336.51 feet to an existing iron rebar being the point of beginning. Containing 20.57 acres, more or less.
Parcel II

Part of the NE ¼ of the NE ¼ of Section 15, and part of the SE ¼ of the SE ¼ of Section 10, all in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the NE corner of said Section 15 and being marked by an existing 3" capped iron pipe, run in a southerly direction along the east line of said NE ¼ of NE ¼ of said Section 15 for a distance of 661.76 feet to an existing crimp iron pin; thence turn an angle to the right of 90 degrees 40 minutes 08 seconds and run in a westerly direction for a distance of 713.38 feet to an existing iron rebar set by Laurence D. Weygand and being on the southeast right-of-way line of Vaileydale Road; thence turn an angle to the right of 134 degrees 25 minutes 05 seconds and run in a northeasterly direction along the southeast right-of-way line of said Vaileydale Road for a distance of 1005.48 feet to an existing 1" crimp iron pin; thence turn an angle to the right of 133 degrees 37 minutes 09 seconds and run in a southerly direction for a distance of 56.48 feet, more or less to the point of beginning. Containing 5.89 acres, more or less.

Parcel III

Part of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, and also part of the SW ¼ of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, and also part of the NE ¼ of the NE ¼ of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, all being more particularly described as follows:

Beginning at an existing 2" open pipe being the SW corner of the SW ¼ of the SE ¼ of said Section 10, run in a northerly direction along the west line of the SW ¼ of the SE ¼ of said Section 10 for a distance of 1330.38 feet to an existing 3" capped iron pipe being the NW corner of said SW ¼ of SE ¼ of said Section 10; thence turn an angle to the right of 0 degrees 01 minutes 52 seconds and run in a northerly direction along the west line of the NW ¼ of the SE ¼ of said Section 10 for a distance of 1330.34 feet to an existing 3" capped iron pipe being the NW corner of the said NW ¼ of SE ¼ of
said Section 10; thence turn an angle to the left of 88 degrees 35 minutes 19 seconds and run in a westerly direction along the south line of the SE ¼ of the NW ¼ of said Section 10 for a distance of 972.81 feet to an existing iron rebar set by Laurence D. Weygand and being on the east right-of-way line of Caldwell Mill Road; thence turn an angle to the right of 93 degrees 45 minutes 16 seconds and run in a northerly direction along the east line of said Caldwell Mill Road for a distance of 676.16 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 86 degrees 07 minutes 53 seconds and run in an easterly direction for a distance of 911.83 feet to an existing crimp iron pin; thence turn an angle to the left of 91 degrees 15 minutes 57 seconds and run in a northerly direction for a distance of 129.88 feet to an existing crimp iron pin; thence turn an angle to the right of 91 degrees 14 minutes 16 seconds and run in an easterly direction for a distance of 1328.81 feet to an existing crimp iron pin; thence turn an angle to the right of 88 degrees 37 minutes 44 seconds and run in a southerly direction along the east line of the SW ¼ of the NE ¼ of said Section 10 for a distance of 807.94 feet to an existing 3" capped iron pipe being the SE corner of the SW ¼ of NE ¼ of Section 10; thence turn an angle to the left of 88 degrees 30 minutes 29 seconds and run in an easterly direction along the north line of the NE ¼ of the SE ¼ of said Section 10 for a distance of 1330.02 feet to an existing 3" capped iron pipe; thence turn an angle to the right of 1 degrees 12 minutes 20 seconds and run in an easterly direction for a distance of 1321.83 feet to an existing crimp iron pin; thence turn an angle to the right of 0 degrees 5 minutes 13 seconds and run in an easterly direction for a distance of 281.28 feet to an existing iron rebar set by Laurence D. Weygand and being on the curved west right-of-way line of Valleydale Road, said curved right-of-way line being concave in an easterly direction and having a central angle of 28 degrees 11 minutes 33 seconds and a radius of 1219.29 feet; thence turn an angle to the right (101 degrees 55 minutes 36 seconds to the chord of said curve) and run in a southwesterly and southerly direction along the arc of said curve for a distance of 599.95 feet to the point of ending of said curve; thence continue in a southerly direction along a line tangent to the end of said curve and along the west right-of-way line of said Valleydale Road for a distance of 107.52 feet to the point of beginning of a new curve, said new curve being concave in a northwesterly direction and having a central angle of 45 degrees 28 minutes 23 seconds and a radius of 871.10 feet; thence turn an angle to the right and run in a southerly and southwesterly direction along the arc of said curve and along the northwest right-of-way line of Valleydale Road for a distance of 691.35 feet to the point of ending of said curve; thence run in a southwesterly direction along a line tangent to the end of said curve and along the northwest right-of-way line of
Valleydale Road for a distance of 1381.46 feet; thence turn an angle to the right of 0 degrees 09 minutes 38 seconds and run in a southwesterly direction along said northwest right-of-way of Valleydale Road for a distance of 331.09 feet; thence turn an angle to the left of 0 degrees 04 minutes and run in a southwesterly direction along the northwest right-of-way line of said Valleydale Road for a distance of 1083.82 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 45 degrees 35 minutes 06 seconds and run in a westerly direction for a distance of 507.56 feet to an existing crimp iron pin; thence turn an angle to the right of 89 degrees 16 minutes 13 seconds and run in a northerly direction along the west line of the NE ¼ of NE ¼ of Section 15, Township 19 South, Range 2 West, for a distance of 663.06 feet to an existing crimp iron pin being the NW corner of said NE ¼ of NE ¼ of said Section 15; thence turn an angle to the left of 89 degrees 14 minutes 15 seconds and run in a westerly direction for a distance of 1334.84 feet, more or less, to the point of beginning. Containing 274.35 acres, more or less.
9. Chace Lake Park

LEGAL DESCRIPTION

Lot A according to the Chace Lake Common Area Survey as recorded in Map Book 234, Page 21 in the Probate Office of Jefferson County, Alabama and in Map Book 42, Page 78 A, B & C in the Probate Office of Shelby County, Alabama.

Less and except:

Cahaba River 50 Foot Easement Strip

A parcel of land situated in the South One-half of Section 24, Township 19 South, Range 3 West, Jefferson and Shelby County, Alabama, said parcel also being a part of Lot A according to the Chace Lake Common Area Survey as recorded in Map Book 234, Page 21 in the Probate Office of Jefferson County, Alabama and in Map Book 42, Page 78 A, B & C in the Probate Office of Shelby County, Alabama and being more particularly described as follows:

Commence at the westernmost corner of Lot A according to the Chace Lake Common Area Survey as recorded in Map Book 234, Page 21 in the Probate Office of Jefferson County, Alabama and in Map Book 42, Page 78 A, B & C in the Probate Office of Shelby County, Alabama; thence run South 58° 26' 24" East along the southwest line of Lot A for a distance of 97.09 feet to a line lying 30 feet north of and parallel to the North Ordinary High Water Line of the Cahaba River as field located in September of 2007 and to the POINT OF BEGINNING; thence leaving said southwest line run in an easterly direction along said line lying 50 feet north of and parallel to the North Ordinary High Water Line as described by the following calls:

North 57°05'21" East for a distance of 123.64 feet;
North 57°04'26" East for a distance of 54.06 feet;
North 62°19'56" East for a distance of 108.85 feet;
South 88°10'31" East for a distance of 78.29 feet;
South 84°38'48" East for a distance of 65.41 feet;
South 73°59'22" East for a distance of 70.01 feet;
South 78°42'42" East for a distance of 48.90 feet;
South 79°39'06" East for a distance of 99.05 feet;
South 75°13'08" East for a distance of 80.40 feet;
South 75°28'45" East for a distance of 83.84 feet;
South 72°52'24" East for a distance of 54.15 feet;
South 78°45'45" East for a distance of 105.31 feet;
North 74°00'25" East for a distance of 44.77 feet;
North 80°25'33" East for a distance of 51.74 feet;
North 84°14'38" East for a distance of 84.95 feet;
North 77°03'15" East for a distance of 104.80 feet;
North 71°49'28" East for a distance of 103.36 feet;
North 86°58'59" East for a distance of 48.14 feet;
North 76°13'53" East for a distance of 101.63 feet;
North 86°03'58" East for a distance of 78.85 feet;
North 83°58'07" East for a distance of 90.88 feet;
North 79°00'18" East for a distance of 58.11 feet;
North 80°09'57" East for a distance of 120.88 feet;
North 75°23'12" East for a distance of 97.27 feet;
North 72°14'17" East for a distance of 82.94 feet;
North 79°54'01" East for a distance of 85.69 feet;
North 81°17'53" East for a distance of 75.76 feet;
North 75°11'14" East for a distance of 53.91 feet;
North 62°35'51" East for a distance of 137.68 feet;
North 56°00'42" East for a distance of 127.39 feet;
North 60°37'37" East for a distance of 83.59 feet;
North 60°24'00" East for a distance of 90.20 feet;
North 60°24'25" East for a distance of 137.86 feet;
North 69°58'33" East for a distance of 55.84 feet;
North 79°23'33" East for a distance of 70.88 feet;
North 78°23'20" East for a distance of 103.78 feet;
North 80°00'32" East for a distance of 92.48 feet;
North 84°49'04" East for a distance of 96.20 feet;
North 79°17'30" East for a distance of 63.75 feet;
North 60°22'43" East for a distance of 98.45 feet;
North 80°12'09" East for a distance of 147.36 feet;
North 79°56'57" East for a distance of 156.60 feet;
North 86°45'43" East for a distance of 96.14 feet;
North 89°41'25" East for a distance of 124.46 feet;
South 81°12'37" East for a distance of 168.76 feet;
South 89°59'13" East for a distance of 104.86 feet;
South 88°27'13" East for a distance of 130.13 feet;

to the eastern line of said Lot A and the westerly right-of-way line of U.S. Highway No.31; thence leaving said line lying 50 feet north of and parallel to the North Ordinary High Water Line of the Cahaba River run South 26°20'50" East along said eastern line and along said right-of-way line for a distance of 56.57 feet to the North Ordinary High Water Line of the Cahaba River as fixed in September of 2007 and which forms the southern boundary of said Lot A; thence leaving said eastern line run in a westerly direction along said North Ordinary High Water Line as described by the following calls:

North 88°27'13" West for a distance of 155.93 feet;
North 89°59'13" West for a distance of 108.03 feet;
North 81°12'37" West for a distance of 168.62 feet;
South 89°41'25" West for a distance of 119.21 feet;
South 86°45'43" West for a distance of 91.89 feet;
South 80°04'10" West for a distance of 292.47 feet;
South 60°22'43" West for a distance of 98.04 feet;
South 79°17'30" West for a distance of 74.49 feet;
South 84°49'04" West for a distance of 96.52 feet;
South 80°00'32" West for a distance of 89.67 feet;
South 78°47'06" West for a distance of 170.70 feet;
South 69°58'33" East for a distance of 48.42 feet;
South 62°24'25" West for a distance of 133.68 feet;
South 60°24'00" West for a distance of 89.43 feet;
South 60°37'37" West for a distance of 81.73 feet;
South 56°08'42" West for a distance of 128.25 feet;
South 62°35'51" West for a distance of 146.01 feet;
South 75°11'14" West for a distance of 62.10 feet;
South 81°17'33" West for a distance of 77.82 feet;
South 79°54'01" West for a distance of 81.74 feet;
South 72°14'17" West for a distance of 80.98 feet;
South 75°25'12" West for a distance of 100.73 feet;
South 80°09'57" West for a distance of 122.45 feet;
South 79°00'18" West for a distance of 59.77 feet;
South 83°58'07" West for a distance of 93.96 feet;
South 86°03'58" West for a distance of 75.46 feet;
South 76°13'52" West for a distance of 102.03 feet;
South 86°58'59" West for a distance of 46.19 feet;
South 71°49'28" West for a distance of 98.99 feet;
South 77°03'15" West for a distance of 110.22 feet;
South 84°14'38" West for a distance of 86.42 feet;
South 80°25'33" West for a distance of 47.27 feet;
South 74°00'25" West for a distance of 54.08 feet;
North 78°45'45" West for a distance of 119.99 feet;
North 72°52'24" West for a distance of 55.99 feet;
North 75°28'45" West for a distance of 82.82 feet;
North 75°13'08" West for a distance of 78.57 feet;
North 79°39'06" West for a distance of 97.52 feet;
North 78°42'42" West for a distance of 51.37 feet;
North 73°59'22" West for a distance of 67.41 feet;
North 84°38'48" West for a distance of 59.21 feet;
North 88°10'31" West for a distance of 63.59 feet;
South 62°19'56" West for a distance of 93.39 feet;
South 57°04'26" West for a distance of 51.77 feet;
South 57°05'21" West for a distance of 99.77 feet;
to the aforementioned southwest line of Lot A; hence leaving the North Ordinary High Water Line run North 58°26'24" West along said southwest line for a distance of 55.41 feet to the POINT OF BEGINNING.

Containing 4.97 acres more or less.

Grantor reserves a blanket easement over the entire parcel herein conveyed for the limited purpose of ingress and egress to maintain and repair Lots CA-A and CA-B, according to the Chace Lake Common Area Survey, Lot CA1 according to the survey of Chace Lake – Phase I as recorded in Map Book 229, Page 69 and the Cahaba River 50 foot easement strip.
10. Lake Wilborn Bike Trail

LEGAL DESCRIPTION

A parcel of land located in Sections 32 and 33, Township 19 South, Range 3 West, Jefferson County, Alabama and Sections 4 and 5 Townships 20 South, Range 3 West, and Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said Section 33, Township 19 South, Range 3 West and run North 60 degrees, 29 minutes, 20 seconds West along the West line of said Section 33 for a distance of 200.00 feet to the POINT OF BEGINNING; thence run North 69 degrees, 30 minutes, 40 seconds East for a distance of 703.68 feet to the Southwest boundary of an Alabama Power Company transmission lines corridor; thence South 35 degrees, 05 minutes, 14 seconds East along said transmission lines corridor for a distance of 746.95 feet to the Western right-of-way line of a public road (Stadium Trace Parkway) being also on a curve to the left having a central angle of 07 degrees, 52 minutes, 37 seconds, a radius of 575.00 feet and a chord bearing of South 54 degrees, 26 minutes, 23 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 79.05 feet; thence run South 50 degrees, 30 minutes, 04 seconds West along said Western right-of-way line for a distance of 30.44 feet to the beginning of a curve to the left having a central angle of 05 degrees, 37 minutes, 01 seconds, a radius of 825.00 feet and a chord bearing of South 47 degrees, 41 minutes, 34 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 80.88 feet; thence run South 44 degrees, 53 minutes, 03 seconds West along said Western right-of-way line for a distance of 500.74 feet to the beginning of a curve to the left having a central angle of 07 degrees, 17 minutes, 41 seconds, a radius of 1375.00 feet and a chord bearing of South 41 degrees, 14 minutes, 13 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 200.52 feet; thence run South 37 degrees, 35 minutes, 23 seconds West along said Western right-of-way line for a distance of 421.17 feet to the beginning of a curve to the right having a central angle of 13 degrees, 02 minutes, 49 seconds, a radius of 1425.00 feet and a chord bearing of South 44 degrees, 06 minutes, 47 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 324.49 feet; thence run South 50 degrees, 38 minutes, 12 seconds West along said Western right-of-way line for a distance of 694.84 feet to the beginning of a curve to the right having a central angle of 16 degrees, 41 minutes, 21 seconds, a radius of 475.00 feet and a chord bearing of South 58 degrees, 58 minutes, 52 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 138.36 feet; thence run South 67 degrees, 19 minutes, 33 seconds West along said Western right-of-way line for a distance of 134.49 feet to the beginning of a curve to the left having a central angle of 23 degrees, 00 minutes, 32 seconds, a radius of 625.00 feet and a chord bearing of South 55 degrees, 49 minutes, 17 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 250.99 feet; thence run South 44 degrees, 19 minutes, 00 seconds West along said Western right-of-way line for a distance of 438.07 feet to the Eastern boundary of a CSX Transportation Company right-of-way; thence run North 45 degrees, 10 minutes, 01 seconds West along said Eastern right-of-way line for a distance of 212.31 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 5; thence run North 01 degrees, 03 minutes, 17 seconds West along said East line for a distance of 300.00 feet; thence run North 14 degrees, 56 minutes, 43 seconds East for a distance of 624.00 feet; thence run North 28 degrees, 56 minutes, 43 seconds East for a distance of 731.00 feet; thence run North 34 degrees, 56 minutes, 43 seconds East for a distance of 843.00 feet; thence run North 67 degrees, 28 minutes, 22 seconds East for a distance of 313.57 feet to the POINT OF BEGINNING.

Said parcel containing 71.3 acres, more or less

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Tract of land situated in the SE 1/4 of SW 1/4 in Section 33, Township 19 South, Range 3 West, of the Huntsville Principal Meridian, Jefferson County, Alabama and being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of Section 33, Township 19 South, Range 3 West and run Westerly along the South line of said SE 1/4, 2,111.38 feet to the POINT OF BEGINNING of the herein described tract of land; thence right 90 degrees 00'0" and run Northerly 60.0 feet; thence left 90 degrees 00'0" and run westerly 70.0 feet; thence left 90 degrees 00'0" and run Southerly 60.0 feet to a point on the South line of said SE 1/4; thence left 90 degrees 00'0" and run Easterly along said South line, 70.0 feet to the POINT OF BEGINNING.

Said tract containing .096 acres.
RESOLUTION NUMBER 6131-19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EDMOND H. RANDLE, JR. AND BARBARA G. RANDLE.

BE IT HEREBY RESOLVED by the City Council of the City of Hoover, Alabama, in regular meeting duly assembled, a quorum being present that the Mayor is hereby authorized to enter into an agreement with Edmond H. Randle, Jr. and Barbara G. Randle attached hereto as Exhibit A.

ADOPTED this the 4th day of November, 2019.

__________________________
Gene Smith
Council President

APPROVED BY:

__________________________
Frank V. Brocato
Mayor

ATTESTED BY:

__________________________
Wendy Dickerson
City Clerk
EXHIBIT A

Agreement
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into as of this ______ day of November, 2019 (the “Effective Date”), by and between THE CITY OF HOOVER, ALABAMA, an Alabama municipal corporation ("Purchaser"), and EDMOND H. RANDLE, JR., AND BARBARA G. RANDLE, a married couple (the “Sellers”).

In consideration of the mutual warranties, covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Purchaser and Sellers agree as follows:

1. Purchase and Sale. Purchaser agrees to purchase and Sellers agree to sell at the price of Six Hundred Thousand and No/100 Dollars ($600,000.00) (“Note Purchase Price”) plus an amount equal to the amount due to payoff Sellers’ existing loan secured by the Property in favor of Dovenmuehle Mortgage, Inc. under account number 0022102826 as of the Closing Date, estimated to be approximately Nine Hundred Ninety-Five Thousand One and 71/100 Dollars ($995,001.71) (the "Payoff Purchase Price", together with the Note Purchase Price, the “Purchase Price”) that certain home located at 2255 Tyler Road, Hoover, Alabama 35226. Said property is more particularly described herein and on Exhibit A attached hereto, including:

   a. That certain real estate described on Exhibit A of this Agreement, together with all easements, reciprocal easement agreements, right of ingress and egress, any restrictive covenants, air rights, reciprocal easements, any related parking agreements, and rights of way and appurtenances belonging or appertaining to the real estate but subject to the exceptions described therein and otherwise of record which for all purposes hereunder shall constitute permitted exceptions (the “Land”);

   b. All buildings and other improvements situated upon the Land, including, but not limited to, the residence described in Section 1 (the “Building”) and all buildings, structures, fixtures, paved areas, and other improvements of any and every kind and nature whatsoever presently situated on, in or under or hereafter erected or installed on, in or under the Land (the “Improvements”);

   c. All fixtures, heating, ventilation and air conditioning systems, carpeting, window coverings, and outdoor lighting of any and every kind and nature whatsoever owned by Sellers and now installed on and used in connection with the operation of the Land or the Improvements (“Fixtures”);

   d. All of Sellers’ rights in and to any and all permits, plans, specifications, warranties, guaranties, and licenses (the “Intangible Property”) connected with the operation of the Land or Improvements;
e. All of Sellers’ rights under any current contracts, agreements, or understandings, written or verbal, relating to the facility use, maintenance, upkeep or otherwise pertaining to the Building and Improvements ("Service Contracts"); and

f. All other furniture, fixtures, and equipment, including but not limited to: furniture (such as sofas, desks, tables, chairs, bookcases, partitions, etc.), electronic equipment, artwork, decorative objects, book cases, soft furnishings (such as tablecloths, napkins, rugs), kitchen equipment (ovens, freezers, refrigerators, pots, pans, steam tables and buffets, food storage containers, cooking utensils and flatware, dishes, glassware, etc.). (See paragraph 31 hereinafter.)

The Land and Improvements are hereinafter sometimes referred to collectively as the “Real Property” and the Real Property, Fixtures, and Intangible Property are hereinafter sometimes referred to collectively as the “Property”.

2.  Payment Purchase Price; Earnest Money.

a. Purchaser will deposit with the Title Company defined in Section 5 (“Escrow Agent”) within three (3) business days after the execution of this Agreement by the last party to sign, the amount of One Thousand and No/100 Dollars ($1,000.00), which sum is herein called the “Earnest Money”. The Earnest Money shall be non-refundable after the close of the Due Diligence Period, except as otherwise provided herein. Escrow Agent shall hold the Earnest Money in a non-interest bearing insured account until Closing. At the Closing the Earnest Money shall be applied as a credit against the Purchase Price.

b. On the Closing Date (as hereinafter defined), Purchaser shall pay the Payoff Purchase Price.

c. The remainder of the Purchase Price shall be paid in the form of a Promissory Note from Purchaser payable to Sellers in the amount of the Note Purchase Price (the “Note”) bearing interest at the minimum Applicable Federal Rate. The Note will require six (6) annual installments of One Hundred Thousand and no/100 Dollars ($100,000.00) each plus accrued interest. The first installment of the Note shall be payable within sixty (60) days of Closing.

3.  Due Diligence. Within five (5) days after the Effective Date, Sellers shall deliver to Purchaser true, correct and complete copies of the most recent existing surveys (if any) of the Real Property in Sellers’ possession, all existing contracts for any third party to use the Property, copies of all available building plans and specifications, copies of all available engineering and environmental reports, Sellers’ title insurance policies, parking agreements, reciprocal easement agreements, and Service Contracts. Upon receipt of the foregoing documents, Purchaser, at Purchaser’s sole cost and expense, shall consider the economic feasibility and advisability of acquiring the Property for Purchaser’s intended use. Purchaser shall have thirty (30) days from the Effective Date (the “Due Diligence Period”) to conduct any and all inspections, evaluations, studies and other due diligence it desires, and to either approve or disapprove the Property for any reason or no reason in Purchaser’s
sole and absolute discretion, by sending written notice to Sellers and Escrow Agent. Purchaser may, in Purchaser’s sole and absolute discretion, at any time during the Due Diligence Period, give a written notice to Sellers electing to proceed under this Agreement (“Notice to Proceed”). If Purchaser fails to give the Notice to Proceed to Sellers prior to expiration of the Due Diligence Period, this Agreement shall be conclusively deemed to have terminated without further action by Purchaser or Sellers. If this Agreement is terminated pursuant to the provisions of this paragraph, then neither party shall have any further rights or obligations hereunder (except for any obligations of either party that survive termination pursuant to the other provisions of this Agreement), the Earnest Money shall be returned to Purchaser and each party shall bear its own costs incurred hereunder. If Purchaser gives a Notice to Proceed prior to expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate under this Section 3, but shall not thereby be deemed to have waived (i) any conditions precedent to Purchaser’s obligation to consummate the transaction contemplated by this Agreement, (ii) any title comments as outlined in Section 5, or (iii) any survey comments as outlined in Section 7.

Prior to the expiration of the Due Diligence Period, Purchaser will notify Sellers of any Service Contracts which Purchaser is unwilling to assume. Sellers shall be responsible for the termination of any such Service Contracts, at Sellers’ expense (if any), effective on or before the Closing Date.

Purchaser shall at its own cost promptly repair any physical damage arising from Purchaser’s due diligence activities. To the extent permitted by law, Purchaser further agrees to indemnify and hold Sellers harmless for all costs, attorneys’ fees, liabilities, damages and claims for injury to personal property or injury or death to person or persons arising out of the activities of Purchaser or Purchaser’s employees, agents and contractors on the Property during the Due Diligence Period.

4. **Intentionally Omitted.**

5. **Title Insurance.** Within ten (10) days after the Effective Date, Purchaser shall obtain a title commitment (“Title Commitment”) for an owner’s and lender’s title insurance policy in the amount of the Purchase Price (ALTA 2006 Policy Form, together with such endorsements and provisions for affirmative coverage as Purchaser or its lender may require) issued by Alabama Title (the “Title Company”), which shall insure good and marketable title to the Property. Purchaser shall notify Sellers in writing within ten (10) days following receipt of the Title Commitment if it has any objection to title matters (except for taxes for the current year and thereafter, tenants in possession, and matters shown on the survey for the transaction). If Purchaser gives Sellers notice of objection to any title exceptions or defects, Sellers shall, within five (5) days of receipt of the written notice from Purchaser, notify Purchaser if Sellers intend to cure or satisfy such title objections. Notwithstanding the foregoing, Sellers have an obligation to satisfy (i) any mortgages, liens, judgments, deeds of trust or other such monetary obligations of record at or prior to Closing, and (ii) any other matters that can be cured by the payment of money up to the sum of Twenty-Five Thousand and No/100 Dollars ($25,000.00). If Sellers are unable to cure such objections by Closing, Sellers shall have the option to extend the Closing for a reasonable time not exceeding thirty (30) days for the purpose of curing the same. If Sellers elect not to cure said title objections, the
Purchaser can elect to either close the transaction, subject to said title objections, or terminate this Agreement, in which case the entire Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations or duties under this Agreement. Purchaser shall have the right at any time to waive any objections that it may have made and thereby to preserve this Agreement in effect. Sellers agree not to further alter or encumber in any way, Sellers’ title to the Property after the Effective Date.

6. **Survey.** The Purchaser may, at its sole expense, order a current survey (“Survey”) of the Real Property, dated after the Effective Date, prepared by a registered public surveyor.

7. **Survey Objections.** Within ten (10) days after the Purchaser’s receipt of the Survey, the Purchaser shall give notice to the Sellers of any matters contained in the survey to which Purchaser objects. If Purchaser gives Sellers notice of objection to any survey matters, Sellers shall, within five (5) days of receipt of the written notice from Purchaser, notify Purchaser if Sellers intend to cure or satisfy such survey objections. If Sellers elect to cure said survey objections, then Sellers shall use good faith efforts to cure such objections and provide an updated survey acceptable to Purchaser prior to Closing and this Agreement shall continue in effect. If Sellers are unable to cure such objections by Closing, Sellers shall have the option to extend the Closing for a reasonable time not exceeding thirty (30) days for the purpose of curing the same. If Sellers elect not to cure said survey objections, the Purchaser can elect to either close the transaction, or terminate this Agreement, in which case the entire Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations nor duties under this Agreement. Purchaser shall have the right at any time to waive any objections that it may have made and thereby to preserve this Agreement in effect.

8. **Environmental Study.** Purchaser’s performance hereunder is contingent upon Purchaser’s receipt during the Due Diligence Period, of a current Phase I Environmental Risk Assessment Report to Purchaser’s sole satisfaction, prepared according to ASTM specifications issued by a licensed company, and issued for the benefit of Purchaser. Purchaser agrees to order, at its sole expense, such Report within fifteen (15) days after the Effective Date.

9. **Indemnification; Confidentiality.** To the extent permitted by law, Purchaser shall indemnify Sellers and hold Sellers harmless against any and all claims, causes of action or liability of any kind (including reasonable attorneys’ fees) relating to Purchaser or its employees, agents, or representatives entering upon the Property to conduct their inspections. To the extent permitted by law, Purchaser shall maintain in confidence all documents, materials and information obtained from Sellers during the course of its investigation of the Property, and if this Agreement is terminated all of such materials (including copies) shall be returned to Sellers. Both Purchaser and Sellers shall maintain in confidence the terms of this Agreement to the extent permitted by law, except as may be necessary to disclose to their employees, attorneys, accountants, and third parties providing services for this transaction, and agree that neither party shall, prior to Closing, solicit or accept any offers to purchase, finance or lease the Property, except as contemplated by this Agreement. The indemnification and confidentiality provisions of this paragraph shall survive Closing or termination of this Agreement.
10. **The Closing.** The Closing ("Closing") shall occur at a mutually agreeable time on a mutually agreeable date no later than fifteen (15) days following the end of the Due Diligence Period at the offices of Wallace, Jordan, Ratliff & Brandt, LLC, 800 Shades Creek Parkway, Suite 400, Birmingham, AL 35209 ("Closing Date"). In the event that the parties do not agree on the Closing Date, the Closing shall occur at the offices of Wallace, Jordan, Ratliff & Brandt, LLC on the fifteenth (15th) day following the end of the Due Diligence Period. The parties shall cause the preparation of the documentation for the Closing to be complete sufficiently in advance to allow for the execution of all closing documents by the authorized representatives of the parties prior to the Closing Date. Neither party shall have the obligation to have an authorized representative physically present at the Closing. At Closing, Purchaser shall deliver to Sellers the Purchase Price. Prior to Closing, Sellers shall provide Purchaser with a statutory warranty deed, Certified Rent Roll, Affidavit of No Liens and Non Foreign Affidavit acceptable to the Title Company, and such other documents as may be reasonably requested by the Title Company or Purchaser, including Bill of Sale for the Fixtures and Assignment of Intangible Property. Taxes and other items, if any, which are customarily prorated, will be prorated as of the Closing Date. If the current year’s taxes and/or other applicable assessments have not been determined at the time of Closing, the proration shall be based upon the previous year’s taxes and/or assessments and Purchaser and Sellers shall adjust between themselves any difference in the proration after the actual amount for the year of Closing has been determined. Sellers shall pay in full any and all amounts due pursuant to special assessments that are being amortized. Sellers shall deliver possession of the Property on the Closing Date.

11. **Closing Costs.** Sellers shall pay all county and municipal documentary stamps, title examination fees, title insurance premiums for a standard title policy in the amount of the Purchase Price, conveyance fees or transfer and intangible taxes on the sale and conveyance contemplated hereunder and shall pay one-half of the fees for closing in escrow, if any. Purchaser shall pay any documentary stamps and intangible taxes on Purchaser’s mortgage, if any, all survey and environmental phase-one costs, all title endorsements required by Purchaser and shall pay one-half of the fees for closing in escrow, if any. Each party shall pay its own attorney fees, except as provided otherwise herein.

   All rents and other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the Closing Date.

12. **Brokers and Finders.** Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who will claim a right to a commission or finder's fee as a procuring cause of the sale or leases contemplated herein. Each party agrees to indemnify, defend and hold harmless the other from all claims and costs incurred by the other party as a result of anyone claiming by or through a party any fee, commission or compensation on account of this purchase. Sellers shall pay any compensation or fees to any broker at Closing and obtain a release therefor.

13. **Remedies.** If this transaction fails to close by reason of Purchaser’s failure to perform its
obligations under this contract, then Sellers may retain the Earnest Money as its sole and exclusive remedy. In the event that the Sellers fail or refuse to convey the Property in accordance with the terms of this Agreement or otherwise fails to perform its obligations hereunder, then Purchaser shall have the right to elect either (i) the remedy of specific performance, or (ii) any other rights and remedies available at law or in equity for Sellers’ breach.

14. **Sellers’ Representations, Warranties and Covenants.** Sellers represent and warrant to, and covenants with the Purchaser as follows:

   a. Sellers are a married couple that reside in the State of Alabama. This Agreement is the legal, valid, and binding agreement of Sellers, enforceable against Sellers in accordance with its terms.

   b. As of the date hereof and as of the Closing Date, there is no condemnation proceeding known to Sellers to be threatened or pending litigation with reference to the Property; there are no material defects or adverse conditions in any portion or component part of the Property known to Sellers.

   c. Sellers shall maintain the Property in its present condition, the results of normal wear and tear excepted.

   d. Sellers shall remain liable for any expenses incurred by Sellers and/or Sellers’ agents or employees and shall indemnify Purchaser against any actions brought against Purchaser or the Property resulting from Sellers’ failure to pay any such expenses arising or incurred prior to Closing, except for such expenses, if any, that are agreed to be prorated or assumed by Purchaser at Closing.

   e. Neither Sellers nor, to the best of Sellers’ knowledge, any other person, has ever caused or permitted any “Hazardous Material” (as hereinafter defined) to be placed, held, located or disposed of on, under or at the premises or any part thereof and none of the premises, or any part thereof has ever been used (whether by Sellers or, to the best knowledge of Sellers, by any other person) as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material.


   f. The Property has direct access to public streets bordering it.
g. All utilities, services, and facilities, including but not limited to, water, sanitary sewer, septic tank, storm sewer, gas, garbage, and trash collection (private), electricity and telephone are available (from either public or private providers) to the Property in capacities adequate for the current use, without the need for any unusual expenditures, including, but not limited to, unusually large tap-on fees or lift stations for water or sewage.

h. The Sellers have no actual knowledge of (1) any proposed public improvements or condemnations which may result in special assessments or in any reduction in the usefulness of the Property or (2) any plans or requirements for the alteration or correction of any existing conditions of the Property.

i. To the best of Sellers’ actual knowledge, the Real Property is in compliance in all material respects with all applicable building codes, parking requirements, health and safety regulations, fire codes, municipal ordinances and other federal, state or local laws, rules and regulations (including, without limitation, the Americans with Disabilities Act) relating to the Land or the Improvements.

j. The Sellers are not a foreign person within the meaning of Sections 1445(f)(3), 7701(a)(1) and 7701(a)(5) of the Internal Revenue Code.

The provisions of this Section shall survive Closing for a period of six (6) months from the Closing Date.

15. Purchaser’s Representations, Warranties and Covenants. Purchaser represents and warrants to, and covenants with Sellers that Purchaser is an Alabama Municipal Corporation; Purchaser has all requisite power and authority, has taken all actions required, and has obtained all necessary consents, to execute and deliver this Agreement and to perform Purchaser’s undertakings pursuant to this Agreement; neither the execution of this Agreement, nor the consummation by Purchaser of the transactions contemplated hereby (a) conflicts with, results in a breach of the terms, conditions, or provisions of, constitutes a default under, or results in a termination of, any trust, agreement, or instrument to which Purchaser is a party or by which Purchaser is bound; (b) violates any restriction to which Purchaser is subject; (c) constitutes a violation of any code, resolution, law, statute, regulation, ordinance, judgment, rule, decree, order, agreement, organizational document, operating agreement or bylaw applicable to Purchaser; or (d) results in the creation of any lien, charge, or encumbrance upon any portion of the Property. Upon approval by the City Council and execution by the Mayor, this Agreement is the legal, valid, and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

16. Conditions to Closing.

a. Notwithstanding any other provisions of this Agreement, Purchaser’s obligation to consummate the transaction contemplated in this Agreement is subject to and conditioned upon each of the following conditions being satisfied during the Due Diligence Period and thereafter through
the Closing Date:

(i) Sellers must have timely performed and complied with all obligations, covenants, and agreements which are to be performed or complied with by Sellers during the Due Diligence Period and on or before the Closing Date pursuant to the provisions of this Agreement; and

(ii) All of Sellers’ representations and warranties must have been materially true, complete, and accurate when made and must be true, complete, and accurate on the Closing Date, and Purchaser shall have received a certificate to that effect from Sellers.

b. Notwithstanding any other provisions of this Agreement, Sellers’ obligation to consummate the transaction contemplated in this Agreement is subject to and conditioned upon each of the following conditions being satisfied during the Due Diligence Period and thereafter through the Closing Date:

(i) Purchaser must have timely performed and complied with all obligations, covenants, and agreements which are to be performed or complied with by Purchaser during the Due Diligence Period and on or before the Closing Date pursuant to the provisions of this Agreement; and

(ii) All of Purchaser’s representations and warranties must have been materially true, complete, and accurate when made and must be true, complete, and accurate on the Closing Date, and Sellers shall have received a certificate to that effect from Purchaser.

17. Damage or Destruction to the Property. Sellers bear the risk of loss or damage to the Property until Sellers have delivered possession of the Property to Purchaser pursuant to Section 10 hereof. Thereafter, Purchaser bears the risk of loss. Any loss, damage, or destruction to the Property after the Effective Date is a “Casualty”. Sellers shall notify Purchaser of any Casualty within two (2) business days after the Casualty and shall provide Purchaser with copies of Sellers’ insurance policies and correspondence with respect to such Casualty. A Casualty is “substantial” if the cost of restoring, replacing, and/or repairing such loss, damage, or destruction to the Property exceeds One Hundred Thousand Dollars ($100,000.00).

In the event of a Casualty which is not “substantial”, before the Closing, Sellers shall fully repair the Casualty by causing the improvements and/or personal property to be restored and/or replaced to the condition in which they existed immediately prior to the Casualty. If Sellers are unable, in the exercise of Sellers’ best efforts and due diligence, to fully repair the Casualty prior to the Closing, at Purchaser’s option, Purchaser may (i) extend the Closing Date to allow Sellers sufficient time to fully repair the Casualty; or (ii) without extending the Closing Date, accept the Property in its condition on the Closing Date and receive a credit through escrow against the Purchase Price in an amount equal to the reasonable cost to fully complete the repair, replacement,
and restoration of the Property to its condition prior to the Casualty, in which event, Sellers shall be entitled to receive and retain all insurance proceeds with respect to the Casualty.

In the event of a Casualty that is “substantial”, by notice to Sellers within twenty (20) days after Purchaser receives Sellers’ notice of the Casualty, Purchaser may terminate this Agreement. If Purchaser terminates this Agreement as permitted herein, then all Earnest Money shall be returned to Purchaser. If Purchaser fails to terminate this Agreement as permitted herein, the Earnest Money shall not be returned to Purchaser but shall be dealt with in accordance with the other provisions of this Agreement and Purchaser shall accept the Property in its then current condition, and shall receive a credit against the Purchase Price in an amount equal to the reasonable cost to fully repair, replace, and restore the Property to its condition prior to the Casualty, in which event, Sellers shall be entitled to receive and retain all insurance proceeds with respect to the Casualty.

18. Condemnation of the Property. Any proceeding seeking the use or taking of any portion of or interest in the Property is a “Taking”. Sellers shall notify Purchaser of a Taking within ten (10) business days after Sellers learn of the commencement thereof. In the event of a Taking, by notice to Sellers within twenty (20) days after Purchaser receives Sellers’ notice of the Taking, Purchaser may terminate this Agreement by notice to Sellers. If Purchaser terminates this Agreement as permitted herein, then all Earnest Money shall be returned to Purchaser. If Purchaser fails to terminate this Agreement as permitted herein, the Earnest Money shall not be returned to Purchaser but shall be dealt with in accordance with the other provisions of this Agreement, and Purchaser shall accept the Property subject to the Taking in its then current condition, and shall receive a credit against the Purchase Price in the amount of all awards, damages, and compensation payable on account of such Taking.

19. Notices. Any notice which any party may be required or may desire to give hereunder shall be by overnight courier or by email and shall be deemed to have been duly given on the next business day if sent by overnight courier or on the same day if sent by email before 5:00 PM, Central Time.

TO SELLERS:

Mr. Edmond H. Randle
Mrs. Barbara G. Randle
3605 Lorna Ridge Drive
Vestavia Hills, AL 35216
Email: ehr.international@yahoo.com

with a copy to:

William D. Hasty, Jr.
2090 Columbiana Rd, Suite 2000
Birmingham, AL 35216-2164
Email: bill@billhastylaw.com

TO PURCHASER:

The City of Hoover, Alabama
Attention: Allan Rice
100 Municipal Lane
Hoover, Alabama
Email: arice@hooveralabama.com

Phillip D. Corley, Jr.
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209
Email: pcorley@wallacejordan.com
20. **Time of Essence.** Time is of the essence of each covenant and obligation of each party to this Agreement.

21. **Attorney’s Fees.** The prevailing party in any controversy or claim between or among the parties hereto, whether arising out of this Agreement or any instrument or agreement executed in connection with the transaction contemplated hereby shall recover his reasonable attorney’s fees and costs.

22. **Disclosure.** The parties hereto agree that these negotiations, the terms and conditions hereof, the ultimate decision by Purchaser to purchase the Property and the terms and conditions thereof shall not be disclosed by Sellers, or any partner therein to anyone other than Sellers’ accountants, attorneys, advisors or partners, upon their agreement to be bound hereby, without the prior written consent and approval of such disclosure and the contents thereof by Purchaser. Likewise Purchaser shall not disclose the contents to any third party without the written consent of the Sellers.

23. **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Purchaser and Sellers only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

24. **Authority.** Sellers shall provide all necessary documentation regarding the authority of the officer or entity executing any agreement on behalf of the Sellers. This Agreement shall be conditioned upon Sellers providing written evidence to Purchaser of valid approval of this Agreement by the Sellers (as required pursuant to its operating agreement and applicable law) within seven (7) days of the Effective Date.

25. **Assignability.** The Purchaser shall have the right to transfer or assign this Agreement to any entity owned or controlled by the Purchaser without the prior written consent of the Sellers, provided, however, that no such assignment shall release the Purchaser from its obligations hereunder. Sellers shall not assign its rights or duties under this Agreement.

26. **Timing.** If any date herein shall fall on a Saturday, Sunday, Monday or national holiday ("Non-Business Day"), the date shall automatically be advanced to the next day thereafter, but if that day is a Non-Business Day, then the date shall be the next business day.

27. **Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all other negotiations, understandings and representations made by and between the parties and their agents, servants, and employees.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
29. **1031 Exchange.** If either Party (the “Notifying Party”) notifies the other Party (the “Other Party”) prior to the Closing Date that the Notifying Party wishes to attempt to effectuate a “tax-free” exchange pursuant to Section 1031 of the Internal Revenue Code in connection with the transaction contemplated in this Agreement, the Other Party shall cooperate with the Notifying Party, at no cost, expense, or liability to the Other Party, in the Notifying Party’s attempt to effectuate such exchange, but the Other Party makes no representations to the Notifying Party that any such exchange shall be treated as “tax-free” by the Internal Revenue Service. The Notifying Party agrees to indemnify the Other Party from all liability with respect to any action which the Notifying Party requests the Other Party to take pursuant to this Section 29, and to reimburse the Other Party for all fees, costs, and expenses (including reasonable attorney's fees) incurred by the Other Party as a result of the Notifying Party’s election to participate in a Section 1031 exchange. The Other Party shall not be required to hold title to any real estate or other assets in order to cooperate with the Notifying Party’s Section 1031 exchange.

30. **Independent Consideration.** Notwithstanding any provision in this Agreement to the contrary, whenever in this Agreement the Earnest Money is to be returned to Purchaser, the Escrow Agent shall return the entire amount of the Earnest Money less One Hundred Dollars ($100.00) which shall be paid to Sellers as consideration for the execution of this Agreement.

31. **Gift Letter for Charitable Contribution.** Purchaser shall provide a gift letter reflecting a charitable contribution by Sellers for the appraised value of the furnishings. Purchaser makes no representation as to the fair market value of such furnishings. Sellers are responsible for obtaining their own accounting and tax law advice.

32. **As/Is Purchase.** Purchaser acknowledges that Purchaser will be given a reasonable opportunity to inspect and investigate the Property, either independently or through agents of Purchaser's choosing, and that, except as otherwise expressly provided herein, to the maximum extent permitted by law, the sale and conveyance of the Property is made on an "as is" "where is" condition and basis with all faults.

[Signatures begin on the following page.]
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed as of the day and year so indicated herein.

Executed by Purchaser on

November ____, 2019

PURCHASER:

THE CITY OF HOOVER, ALABAMA,
an Alabama municipal corporation

By: ______________________________
   ______________________________
   Its: __________________________

Executed by Sellers on

October ____, 2019

SELLERS:

By: ______________________________
   ______________________________
   Edmond H. Randle, an individual

By: ______________________________
   ______________________________
   Barbara G. Randle, an individual
EXHIBIT A

DESCRIPTION OF PROPERTY

Lot 1, according to the survey of Mill Run Estates, First Addition, being recorded in Map Book 134, Page 72 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

2255 Tyler Road, Hoover, AL 35226
RESOLUTION NUMBER 6132-19

A RESOLUTION APPROVING A PETITION TO FORM AND INCORPORATE AN IMPROVEMENT DISTRICT OF CITY OF HOOVER, ALABAMA, AND AUTHORIZING SUCH INCORPORATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOOVER, ALABAMA (the "Hoover City Council"), as follows:

Section 1. That the Hoover City Council, upon evidence duly submitted to and considered by it, hereby finds and determines and confirms that the petition attached hereto as Appendix A has been duly filed with the governing body of the City of Hoover, Alabama, for approval of the formation of an improvement district under Chapter 99A of Title 11 of the Code of Alabama (1975) and that the persons executing the petition are the owners of all land described in the petition by attachment thereto and proposed to be included within the improvement district.

Section 2. That the Hoover City Council has reviewed and considered the foregoing petition and considers the formation of the improvement district expedient.

Section 3. That the Hoover City Council does hereby approve the formation of the improvement district and the articles of incorporation of the improvement district attached to the petition as set forth on Appendix A hereto.

Section 4. That the Hoover City Council does hereby grant permission to form and incorporate the improvement district and does hereby authorize the persons making such petition to proceed to form such improvement district.

Section 5. That the Hoover City Council does hereby appoint the following persons as the initial board of directors of the improvement district for terms ending on the date and year set opposite the respective names thereof:

Mark Gonzalez          October 1, 2023
Lawrence Kadish        October 1, 2024
William Kadish         October 1, 2025

Section 6. That all ordinances, resolutions, orders, or parts of any thereof, of the Hoover City Council in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. That this resolution shall take effect immediately without publication hereof as provided in Section 11-99A-29 of the Code of Alabama (1975).
Done this the 4th day of November, 2019.

Gene Smith, Council President

APPROVED:

_______________________________
Frank V. Brocato, Mayor

ATTESTED:

_______________________________
Wendy Dickerson, City Clerk
APPENDIX A
PETITION
FOR
AUTHORITY TO FORM AN IMPROVEMENT DISTRICT

October 31, 2019

TO THE GOVERNING BODY OF THE CITY OF HOOVER, ALABAMA:

The undersigned does hereby petition the governing body of the City of Hoover, Alabama, for authority and permission to form and incorporate an improvement district under the provisions of Chapter 99A of Title 11 of the Code of Alabama 1975 (the "Governing Law").

Pursuant to Section 11-99A-4 of the Governing Law, and in support of the within petition, the undersigned do hereby:

(1) represent, certify, warrant and declare:

(a) the undersigned is the owner of all land proposed to be included within the improvement district,

(b) none of the land proposed to be included within the improvement district is located in any municipality other than the City of Hoover,

(c) all of the land proposed to be included within the improvement district is located within the City of Hoover, Alabama,

(d) all of the land proposed to be included within the improvement district is contiguous,

(2) designate the following person, who is over the age of 21 years, to act as agent in representing the undersigned before the governing body of the City of Hoover, Alabama:

William Kadish
Broad Metro LLC
135 Jericho Turnpike
Old Westbury, New York 11568
(3) attach to, and by this reference make a part of, this petition, true, correct and complete copies of:

(a) a description of the tract or tracts of land proposed to be included within the improvement district,

(b) a map or plat of the improvement district which shows the land proposed to be included within the improvement district will be contiguous,

(c) a proposed form of articles of incorporation for the improvement district.

The undersigned to hereby request that this petition be considered and reviewed, that authority and permission be given to form and incorporate the improvement district, and that a resolution be adopted by the governing body of the City of Hoover, Alabama declaring that it has reviewed this petition, has determined as a matter of fact that it is expedient that the improvement district be formed and has approved the proposed form of articles of incorporation for the improvement district attached hereto.
IN WITNESS WHEREOF, the undersigned has caused this Petition to be executed in its name, under seal, by an officer or legal representative thereof duly authorized thereunto, on the date and year first above written.

BROAD METRO, LLC

By: [Signature]

William Kadish
as Authorized Member
CHICHESTER LEGAL DESCRIPTION
JEFFERSON COUNTY, ALABAMA

PARCEL 1:

A parcel of land situated in the East half of Section 28, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at a found 1" crimp being the Southeast corner of the Northeast one-quarter of the Southeast one-quarter of said Section 28, said point also being the Southwest corner of Lot 2-E, Covenant Classical Resurvey, as recorded in Map Book 47, page 47, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run North 00 Degrees 11 Minutes 39 Seconds East along the East line of said Section 28 and along the West line of said subdivision for a distance of 276.81 feet to a point on the Northernmost line of a 100’ Alabama Power Company easement as recorded in Instrument 200013, page 7924, in the Office of the Judge of Probate, Jefferson County, Alabama to the POINT OF BEGINNING; thence leaving the East line of said Section 28 and the West line of said subdivision, run North 54 Degrees 53 Minutes 59 Seconds West along the Northernmost line of said 100’ Alabama Power Company easement for a distance of 1,348.16 feet to the intersection of said Northernmost line and the Easternmost line of a 30’ Plantation pipeline easement; thence leaving the Northernmost line of said Alabama Power Company easement, run North 15 Degrees 21 Minutes 00 Seconds West along the Easternmost line of said Plantation Pipeline easement for a distance of 342.46 feet; thence run North 20 Degrees 15 Minutes 24 Seconds West along the Easternmost line of said Plantation Pipeline easement for a distance of 26.89 feet along the Easternmost line of said Plantation Pipeline easement; thence run North 25 Degrees 50 Minutes 51 Seconds West along the Easternmost line of said Plantation Pipeline easement for a distance of 44.65 feet to a point on the Southernmost right of way line of Interstate 459 (right of way varies); thence run North 42 Degrees 52 Minutes 59 Seconds East along said Southernmost right of way for a distance of 650.93 feet to a found concrete monument; thence run North 78 Degrees 14 Minutes 28 Seconds East along said Southernmost right of way for a distance of 167.91 feet to a found concrete monument, said point being a point on the Southernmost right of way line of Alabama Highway 150 (right of way varies); thence run South 69 Degrees 09 Minutes 09 Seconds East along the Southernmost right of way of said Alabama Highway 150 for a distance of 489.91 feet to a found concrete monument; thence run South 65 Degrees 25 Minutes 02 Seconds East along said Southernmost right of way for a distance of 178.29 feet to a set 5/8” capped rebar stamped GSA, said point being a point on the East line of said Section 28; thence leaving said Southernmost right of way, run South 00 Degrees 11 Minutes 44 Seconds West along the East line of said Section 28 for a distance of 1,433.55 feet to the POINT OF BEGINNING. Said parcel contains 1,317,527 square feet or 30.25 acres more or less.
EXHIBIT MAP
PUD PROPERTY STADIUM TRACE VILLAGE
EAST 1/2 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 3 WEST
JEFFERSON COUNTY, ALABAMA

PARCEL NO.
39-00-28-1-000-001.000
BROAD METRO, LLC

PARCEL NO.
39-00-28-4-000-001.000
BROAD METRO, LLC

NOTE: ALABAMA POWER COMPANY EASEMENT SHOWN HEREIN WAS SHOWN USING LEGAL DESCRIPTION IN PROBATE CASE NO. 70283 WHICH CREATED THE EASEMENT.

ABBREVIATION
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
A parcel of land situated in the West half of Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at a found 1" crimp being the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section 27, said point also being the Southwest corner of Lot 2-E, Covenant Classical Resurvey, as recorded in Map Book 47, page 47, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run North 00 Degrees 11 Minutes 44 Seconds East along the West line of said Section 27 and along the West line of said Lot 2-E and the extension thereof for a distance of 1710.35 feet to a set 5/8" capped rebar marked GSA, said point being a point on the Southernmost right of way line of Alabama Highway 150 (right of way varies); thence run South 65 Degrees 25 Minutes 02 Seconds East along the Southernmost right of way of said Alabama Highway 150 for a distance of 602.72 feet to a set 5/8" capped rebar marked GSA, said point being the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 83 Degrees 28 Minutes 27 Seconds, a chord bearing of South 25 Degrees 22 Minutes 28 Seconds East for a chord distance of 33.29 feet; thence run along arc of said curve and along the Southernmost right of way of said Alabama Highway 150 for a distance of 36.42 feet to a set 5/8" capped rebar marked GSA, said point being the intersection of the Southernmost right of way of said Alabama Highway 150 and the Westernmost right of way line of Stadium Trace Parkway (100' right of way), also being the point of commencement of a reverse curve to the left, said curve having a radius of 1142.12 feet, a central angle of 16 Degrees 10 Minutes 39 Seconds, a chord bearing of South 08 Degrees 16 Minutes 26 Seconds West for a chord distance of 321.41 feet; thence run along arc of said curve and along the Westernmost right of way of said Stadium Trace Parkway for a distance of 322.48 feet to a set 5/8" capped rebar marked GSA; thence run South 00 Degrees 11 Minutes 07 Seconds West along the Westernmost right of way of said Stadium Trace Parkway for a distance of 236.24 feet to a set 5/8" capped rebar marked GSA, said point being the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 Degrees 00 Minutes 00 Seconds, a chord bearing of South 45 Degrees 11 Minutes 07 Seconds West for a chord distance of 35.36 feet; thence run along arc of said curve for a distance of 39.27 feet to a set 5/8" capped rebar marked GSA; thence run South 00 Degrees 11 Minutes 07 Seconds West for a distance of 60.00 feet to a set 5/8" capped rebar marked GSA, said point being the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 Degrees 00 Minutes 00 Seconds, a chord bearing of South 44 Degrees 48 Minutes 53 Seconds East for a chord distance of 35.36 feet; thence run along arc of said curve for a distance of 39.27 feet to a point on the Westernmost right of way of said Stadium Trace Parkway; thence run South 00 Degrees 11 Minutes 07 Seconds West along the Westernmost right of way of said Stadium Trace Parkway for a distance of 42.56 feet to a set 5/8" capped rebar marked GSA, said point being the intersection of the Westernmost right of way of Stadium Trace Parkway and the Northernmost right of way line of Emery Drive West (50' right of way) and the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 88 Degrees 57 Minutes 47 Seconds, a chord bearing of South 45 Degrees 05 Minutes 00 Seconds West for a chord distance of 35.03 feet; thence run along arc of said curve and along the Northernmost right of way of Said Emery Drive West for a distance of 38.82 feet to a found 5/8" rebar; thence run North 89 Degrees 51 Minutes 41 Seconds West along the Northernmost right of way of said Emery Drive West and along the South line of Part of Lot 1, T.C. Limited Addition to Trace Crossings, as recorded in Map Book 28, page 68, in the Office of
the Judge of Probate, Jefferson County, Alabama for a distance of 187.74 feet to a found 5/8" Weygand capped rebar, said point being the Southwest corner of said Part of Lot 1, T. C. Limited Addition to Trace Crossings, a point on the East line of Lot 2-E of said Covenant Classical Resurvey and the point of commencement of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 48 Degrees 11 Minutes 23 Seconds, a chord bearing of North 65 Degrees 37 Minutes 32 Seconds West for a chord distance of 20.41 feet; thence run along arc of said curve, along the Northernmost right of way of said Emery Drive West and along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 21.03 feet to a set 5/8" capped rebar marked GSA, also being the point of commencement of a reverse curve to the left, said curve having a radius of 50.00 feet, a central angle of 206 Degrees 49 Minutes 35 Seconds, a chord bearing of South 35 Degrees 03 Minutes 22 Seconds West for a chord distance of 97.27 feet; thence run along arc of said curve, along the right of way of said Emery Drive West along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 180.49 feet to a found 5/8" Weygand capped rebar; thence leaving the right of way of said Emery Drive West, run South 21 Degrees 29 Minutes 46 Seconds West along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 309.71 feet to a found 5/8" Weygand capped rebar; thence run North 89 Degrees 45 Minutes 15 Seconds West along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 88.55 feet to a found ½" rebar; thence run South 00 Degrees 19 Minutes 58 Seconds West along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 149.49 feet to a found ½" rebar; thence run South 54 Degrees 59 Minutes 45 Seconds East along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 254.42 feet to a set 5/8" capped rebar marked GSA; thence run South 40 Degrees 54 Minutes 39 Seconds East along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 51.64 feet to a set 5/8" capped rebar marked GSA, said point being a point on the Northernmost right of way line of Magnolia Trace (50’ right of way) and the point of commencement of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 17 Degrees 33 Minutes 34 Seconds, a chord bearing of South 39 Degrees 25 Minutes 54 Seconds West for a chord distance of 15.26 feet; thence run along arc of said curve, along the Northernmost right of way of said Magnolia Trace and along the East line of Lot 2-E of said Covenant Classical Resurvey for a distance of 15.32 feet to a set 5/8" capped rebar marked GSA, said point being the Southeast corner of Lot 2-E of said Covenant Classical Resurvey; thence leaving the Northernmost right of way of said Magnolia Trace, run North 88 Degrees 30 Minutes 27 Seconds West along the South line of Lot 2-E of said Covenant Classical Resurvey for a distance of 263.37 feet to the POINT OF BEGINNING. Said parcel contains 567,444 square feet or 13.03 acres more or less.

A part of said property being also known as follows:

Lot 2-E, according to Covenant Classical Resurvey recorded at Map Book 47, Page 47, in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division) and Part of Lot 1, T.C. Limited Addition to Trace Crossings as recorded in the Office of the Judge of Probate Jefferson County, Alabama (Bessemer Division) in Map Book 28, Page 68, being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW of Section 27, Township 19 South, Range 3 West and run South along the West line of said 1/4—1/4 section for 210.01 feet to the NW
corner of said Lot 1; thence turn 88 deg. 37 min. 09 sec. left and run East along the North line of said Lot 1 for 298.16 feet to the point of beginning; thence continue along the last described course for 220.00 feet to a point on the Westerly right of way line of Stadium Trace Parkway; thence turn 88 deg. 33 min. 56 sec. right and run Southerly along said road right of way for 380.90 feet to the point of a curve to the right, said curve having a radius of 25.00 feet and run along the arc of said curve for 39.27 feet to a point; said point being on the Northerly right of way line of Emery Drive West; thence run along the tangent to said curve at said point and along said road right of way for 187.49 feet to the point of a curve to the right, said curve having a radius of 25.00 feet and run along the arc of said curve and said road right of way for 7.56 feet; thence turn 72 deg. 40 min. 43 sec. right from the tangent to said curve at said point and run Northerly for 410.27 feet to the point of beginning; being situated in Jefferson County, Alabama.
EXHIBIT 1

RESOLUTION OF HOOVER CITY COUNCIL
APPENDIX 1
ARTICLES OF INCORPORATION
OF
THE STADIUM TRACE VILLAGE IMPROVEMENT DISTRICT

________________, 2019

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form an improvement district to be known as “The Stadium Trace Village Improvement District” (the “District”) as a public corporation under and pursuant to the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (hereinafter called the "Governing Law"), do hereby make, sign, execute, acknowledge and file these articles of incorporation:

Article One

The name of the District shall be The Stadium Trace Village Improvement District.

The District is organized pursuant to the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975).

Article Two

The names and mailing addresses of the undersigned incorporators are:

Mark Gonzalez
Gonzalez-Strength & Associates
2176 Parkway Lake Drive
Birmingham, AL 35244

Lawrence Kadish
Broad Metro
135 Jericho Turnpike
Old Westbury, NY 11568

William Kadish
Broad Metro
135 Jericho Turnpike
Old Westbury, NY 11568
Article Three

The name of the appointing government is the governing body of the City of Hoover, Alabama.

On the _____ day of November, 2019, the governing body of the City of Hoover, Alabama adopted a resolution approving and authorizing the incorporation of the District in accordance with the Governing Law, a certified copy of which resolution is attached hereto as Exhibit 1 and made a part hereof.

Article Four

The names and addresses of the members of the initial board of directors of the District and their initial terms of office are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Term of Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Mark Gonzalez</td>
<td>_____________, 2023</td>
</tr>
<tr>
<td>Gonzalez-Strength &amp; Associates</td>
<td></td>
</tr>
<tr>
<td>2176 Parkway Lake Drive</td>
<td></td>
</tr>
<tr>
<td>Birmingham, AL 35244</td>
<td></td>
</tr>
<tr>
<td>(2) Lawrence Kadish</td>
<td>_____________, 2024</td>
</tr>
<tr>
<td>Broad Metro</td>
<td></td>
</tr>
<tr>
<td>135 Jericho Turnpike</td>
<td></td>
</tr>
<tr>
<td>Old Westbury, NY 11568</td>
<td></td>
</tr>
<tr>
<td>(3) William Kadish</td>
<td>_____________, 2025</td>
</tr>
<tr>
<td>Broad Metro</td>
<td></td>
</tr>
<tr>
<td>135 Jericho Turnpike</td>
<td></td>
</tr>
<tr>
<td>Old Westbury, NY 11568</td>
<td></td>
</tr>
</tbody>
</table>

Article Five

The duration of the District shall be perpetual, subject to the provisions of the Governing Law.

Article Six

The location of the principal office of the District (and its post office address) shall be 2176 Parkway Lake Drive, Birmingham, Alabama 35244.
Article Seven

The District shall have all powers conferred on corporations of like nature by the Governing Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Governing Law, as heretofore or hereafter amended.

Article Eight

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

Article Nine

Upon dissolution of the District as provided by the Governing Law, title to all funds and properties owned by the District shall be conveyed and distributed to, and shall vest in, the City of Hoover, Alabama (or its successor).
IN WITNESS WHEREOF, the undersigned have signed these articles of incorporation on and as of the date and year first above written.

Mark Gonzalez

Lawrence Kadish

William Kadish
STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that __________________________________, whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Articles of Incorporation, he executed the same voluntarily.

Given under my hand and official seal, this _______ day of ____________, 2019.

________________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ______________________
STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that ___________________________________________, whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Articles of Incorporation, he executed the same voluntarily.

Given under my hand and official seal, this _______ day of ____________, 2019.

________________________________
Notary Public

NOTARIAL SEAL

My commission expires: ________________________
STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned, a notary public in and for said County in said State, do hereby certify that ________________________, whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Articles of Incorporation, he executed the same voluntarily.

Given under my hand and official seal, this _______ day of ____________, 2019.

________________________________
Notary Public

NOTARIAL SEAL

My commission expires: _____________________
EXHIBIT 1

RESOLUTION OF HOOVER CITY COUNCIL
MEMORANDUM

ALABAMA IMPROVEMENT DISTRICTS

By: Heyward C. Hosch
Date: August 29, 2012

The Alabama Improvement District Act was enacted into law on June 12, 1999 and is herein referenced as the "Improvement District Act".

The within summary of the Improvement District Act is effective as of the above date as an introduction to, and summary of, the Improvement District Act and must not be relied upon as legal guidance, or as authority, for the resolution of any particular issue.

Bond counsel should be consulted with respect to the legal rights and obligations arising from, and the tax (state and federal) and other consequences of, any particular transaction involving an Improvement District.

IRS Circular 230 Notice: Federal regulations apply to written communications regarding federal tax matters between our firm and our clients. Pursuant to these federal regulations, we inform you that any U.S. federal tax advice in this communication (including any attachments) is not intended or written to be used, and cannot be used, by the addressee or any other person or entity for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.
PART A. DEFINITIONS

The following terms shall have the following meanings herein:

"Improvement District" shall mean a public corporation created under the Improvement District Act.

"Improvement District Act" shall mean Chapter 99A of Title 11 of the Code of Alabama 1975.

"Improvement District Revenue Bonds" shall mean revenue bonds issued under and in compliance with the Improvement District Act.

"Improvement District Revenue Bond Proceeds" shall mean the proceeds of any Improvement District Revenue Bonds.

PART B. BENEFITS OF IMPROVEMENT DISTRICT REVENUE BONDS

Any private person or persons (whether an individual, corporation, general or limited partnership, limited liability company, or other entity) may cause an Improvement District to be created with respect to land owned by such person or persons, in the manner described in Part F(1).

An Improvement District may issue revenue bonds, as discussed in Part F(3), to finance public improvements and infrastructure, as described in Part E, for use in a private development.

Interest on Improvement District Revenue Bonds may be exempt from federal income taxation, including the alternative minimum tax (as more particularly discussed in Part G hereinafter), and is exempt from income taxation by the State of Alabama. Therefore, the interest rate on Improvement District Revenue Bonds paid by the borrower is lower, historically, than the interest rate on a comparable borrowing under a conventional loan structure.

Improvement District Revenue Bonds may be sold privately to a bank or publicly to the capital markets.
The use of Improvement District Revenue Bonds by a Developer allows the Developer to separate, and finance at below market interest rates, public improvements and infrastructure in a private development.

The below market costs of financing the public improvements and infrastructure in an Improvement District development, by the issuance of tax-exempt revenue bonds by the Improvement District, is of direct financial benefit to a Developer and the homeowners who purchase land in the development included within such Improvement District.

During the development phase, the Developer pays the principal and interest (at below market interest rates) on the tax-exempt revenue bonds issued by the Improvement District, for such infrastructure and improvements, just as the Developer would otherwise pay principal and interest on market financing of such properties.

After the initial development phase, homeowners who shall have purchased land within the development would pay such principal and interest (at such below market interest rates) on such bonds by the annual assessments on the land within the Improvement District. Such assessments would be disclosed to each homeowner prior to their purchase of the property.

In this way, the below market interest cost is paid by the Developer during development, and then, for the Developer, by the homeowners through payment of the annual assessments.

The Developer receives the benefit of lower costs of public improvements and infrastructure during the initial development phase and then the benefit of a separate stream of revenue (the assessments) to pay such costs.

The homeowners receive the benefit of payment for the public improvements and infrastructure in the development by an annual assessment, which is determined on the basis of the below market interest rates applicable to the bonds issued for such improvements and infrastructure, only during the period the homeowner actually owns land within the Improvement District. Thus each homeowner pays for such improvements and infrastructure only during the time such homeowner actually uses and benefits from such improvements and infrastructure. The homeowners do not have to pay for their respective pro rata costs of such improvements and
infrastructure by financing (at the market interest rates of the homeowner) a higher cost of the land itself to provide the additional funds necessary for such improvements and infrastructure.

PART C. PUBLIC OWNERSHIP OF PROPERTY FINANCED BY IMPROVEMENT DISTRICT REVENUE BOND PROCEEDS

Property financed by Improvement District Revenue Bonds must be owned a utility company, the Improvement District itself, or a governmental entity or public person.

PART D. WHERE IMPROVEMENT DISTRICT REVENUE BOND PROCEEDS MUST BE USED

All Improvement District Revenue Bond Proceeds must be used to finance property located within the boundaries of an Improvement District.

PART E. WHAT TYPES OF PROJECTS MAY BE FINANCED BY IMPROVEMENT DISTRICT REVENUE BOND PROCEEDS

1. Improvement District Revenue Bond Proceeds may be used to finance the following types of property:

"Any improvement to land within a district, or outside a district providing benefit to land within the district, including, without limitation, any of the following:

a. Any system for providing water to the occupants of land within the district, and extensions of any existing water system for providing water, including, without limitation, wells, water treatment facilities, water transportation and distribution lines, water mains, water tanks, pumps, and any other water storage, treatment, purification, and distribution facilities or systems.

b. Sanitary sewer systems and extensions to existing sewer systems, including, without limitation, sewer treatment facilities and sanitary sewer lines pump stations."
c. Storm sewer systems, including extensions to existing storm sewer systems, including drains, aboveground drainage systems, underground drainage systems, sewer lines and mains, and culverts.

d. Utilities providing benefit to property within the district, including, without limitation, customer-owned electrical substations, gas lines, garbage and solid waste disposal plants, and any other utilities and facilities for providing such utilities.

e. Streets, bridges, curbs, gutters, drainage, both above and below ground, grading, on or off street parking, sidewalks, street lighting, lighting for any public place, traffic control systems, traffic lights, signage, guardrails, any and all other improvements for providing transportation within and into or out of or otherwise benefiting the land within the district.

f. Public parks, public lakes, dams, public recreational facilities, including, without limitation, facilities for athletics, golf, and boating, and driving ranges, ballfields, tennis courts, swimming pools, concession stands, and any associated or useful facilities in connection therewith.

g. Flood control dams, dikes, levies, riprap, embankments, berms, and other improvements to control flooding or erosion.

h. Fire protection facilities, including fire hydrants, fire stations, and fire monitoring equipment.

i. Railroad lines and spurs.

j. Docks, harbors, wharves, and any related facilities for transferring goods to or from boats, barges, and other forms of water transport.

k. Facilities for providing police protection, police or sheriff stations, police or sheriff substations, and security monitoring equipment.

l. Schools, school grounds, playgrounds, athletic fields, and cafeterias.
m. Landscaping.

n. Fountains, distinctive lighting, and signs.

o. Acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks, streets, or their rights-of-way.

p. Acquisition, construction, installation, or improvement of pedestrian malls.

q. Acquisition and installation of pieces of art.

r. Acquisition, construction, or improvement of public libraries.

s. Acquisition, construction, or improvement or rerouting of mass transportation facilities.

t. Airports, air traffic control, and other air transportation facilities.

u. Any improvements benefiting the general public or residents or anticipated residents of the district, including provision of utilities, improving their health and sanitation, hospitals and other medical facilities, public safety, security, facilitating business recruitment, industrial recruitment, cultural enhancement, or otherwise improving the quality of life, whether or not otherwise described in this definition or this chapter and whether or not sui generis with the remaining provisions of this definition.

v. Payment of expenses incurred in the establishment, administration, and operation of the district, including reasonable reserves and replacement funds and the cost of issuance of bonds, whether or not incurred before the establishment of the district, including reimbursement of costs paid by private persons to the extent approved by the board.

w. The maintenance, repair, or replacement, extension, extension reconstruction, improvements, capital or otherwise, modification, razing, or other modification of any improvement.
x. Any or all of the above within the territorial boundaries of the district or, to the extent providing benefit to land within the district, outside the district, whether or not within the corporate limits of the municipality or the boundaries of the county creating the district."

2. Property Must Be Publicly owned:

The Improvement District Act further provides:

"Nothing in this chapter shall authorize the use of bonds, assessments, or tax exemptions for the acquisition, equipping, or construction of property to be owned by any person other than a utility company, the district, or another public person. By way of example and not limitation, "improvements" shall not include gambling or gaming establishments."

PART F. SUMMARY OF CERTAIN PROVISIONS OF IMPROVEMENT DISTRICT ACT

1. Formation of Improvement District; Powers

The Alabama Improvement District Act provides for the creation by the governing body of a county or municipality of an improvement district consisting of contiguous land within the jurisdiction of such county or municipality; provided, however, a district formed by a municipality may include land that is not within the corporate limits of the municipality provided that such land is contiguous with land within the corporate limits of such municipality and upon the formation of such district all such land shall be automatically annexed into such municipality.

A district is formed by petition of the owners of the land to be included within such district to the governing body of the appropriate municipality or a county accompanied by required descriptions and maps of such land. Upon approval of such petition, articles of incorporation of the district are recorded with the local Judge of Probate.

A district may be amended to alter boundary lines, to add additional property contiguous to such district, or amend the articles of incorporation of the district, all in the manner provided by the Improvement District Act.
A district shall have between three and eleven directors none of whom need be owners of property, residents, electors or taxpayers of the appointing government or the State of Alabama. A district may act by a majority of a quorum present.

Any governmental body or public corporation may contribute funds or property of any kind to a district.

A district has broad powers by which to effectuate its purposes, including the power:

(1) to make contracts,

(2) to borrow money and issue bonds, without an election,

(3) to acquire and dispose of real and personal property,

(4) to acquire and operate improvements (as defined in the Improvement District Act),

(5) to enter into contracts with owners of property within the district relating to the improvements,

(6) to contract with any public person (governmental body or public corporation) relating to the improvements (such contracts to be exempt from competitive bid laws),

(7) with the consent of the appointing government to exercise the power of eminent domain,

(8) to dedicate any improvements and interest in property to the public, to a governmental body or a public corporation, or to a utility, provided that any such governmental body or public corporation accepts such dedication.
2. **Assessment of District Land**

A district may petition the appointing government to assess some or all of the land within the district for the purpose of acquiring, constructing or installing improvements, in the manner provided in the Improvement District Act.

The appointing government shall make a preliminary assessment. Thereupon the district shall bid or otherwise contract for the improvements; if such improvements are to be paid exclusively with funds provided through assessments or by the owners, and not from public funds, such contracts and bids shall be exempt from competitive bid laws. All such contracts and bids shall be contingent upon the issuance of a final assessment by the appointing government.

Upon entry into contingent contracts or receipt of contingent bids, the district shall submit final calculation of the costs of the improvements to the appointing government which may make the assessments final subject to Section 223 of the Constitution of Alabama of 1901, as amended. Section 223 provides that no assessment shall be made with respect to any property in excess of the increased value of such property by reason of the special benefits derived from such improvements.

Each assessment shall constitute a lien on the property assessed in the amount of such assessment and may be payable either within 30 days or over a term as may be determined by the district. The district has the power to match payment of assessments, together with interest thereon, to payment of debt service on bonds issued for the improvements. If bonds are issued with respect to an assessment, all proceeds of the assessment shall be pledged to secure payment of the bonds and shall be paid directly by the property owners to the district or the trustee for the bondholders.

If the owner of any property within a district fails to pay an assessment when due, the district may, after ten days written notice to such owner, foreclose the assessment lien and proceed to sell the assessed property to the highest bidder for cash. The owner of the property shall have no right of redemption unless provided in the proceedings of the district with respect to the assessment. If the highest amount received with respect to the property is not sufficient to pay the entire assessment, the district and the bondholders have no further claim against the owner of such property by virtue of the assessment.
Section 11-99A-31(b) of the Improvement District Act provides:

"(b) All assessments made pursuant to this chapter, together with all interest thereon and penalties for default and payment thereof, and all costs of collecting, suing for, or foreclosing shall constitute from the date of the preliminary assessment a lien against each lot or tract of land as provided in the assessment and shall have priority over all other liens, other than liens for ad valorem taxes."

3. **Revenue Bonds of a District**

A district may borrow money by the issuance of revenue bonds payable solely from the assessments on land within the district and additionally secured by such credit enhancements as may be provided by the district or any other person and a mortgage, subject to foreclosure, on any improvements acquired with the proceeds of the bonds.

Any governmental body or public corporation may guarantee, or pledge revenues to, the payment of any such bonds as it may consider appropriate.

The proceeds of the bonds may be used for the costs of the improvements, any reserve funds, capitalized interest during construction and for up to five years thereafter, and costs of issuance, levying assessments, and planning the district and the improvements.

The bonds shall be issued for a term approximately coextensive with the term provided for payment of the assessments.

4. **State and Local Tax Exemption**

Each district and the Improvement District Revenue Bonds and interest income thereon shall be exempt from all taxation by the State or any other public person and all property, purchases and recordation of documents by the district shall be exempt from all taxation and recording fees.
The purchase of materials for improvements by a district are exempt from all sales and use taxes. An appointing government may, however, require payment of fees in lieu of taxes or limit or restrict one or more of the tax exemptions referenced hereinabove.

PART G. FEDERAL TAX EXEMPTION FOR IMPROVEMENT DISTRICT REVENUE BONDS

1. General

Improvement District Revenue Bonds may be issued on a tax exempt basis as long as the bonds are not private activity bonds, meaning generally there is no private use of the improvements financed thereby.

Temporary use by a developer or owner is acceptable if:

(1) the improvements carry out an "essential governmental function" (as defined below),

(2) the Improvement District and the developer reasonably expect to proceed with all reasonable speed to develop the improvements and the property benefited by the improvements, and

(3) the improvements are in fact transferred to a governmental person promptly after the property benefited by the improvements is developed.

Improvements to utilities and systems that are owned by a governmental person and are available for use by the general public (such as sidewalks, streets and street-lights, electric, telephone and cable tv systems, sewage treatment and disposal systems and municipal water facilities) serve essential governmental functions. For other facilities, the extent to which the service provided thereby is customarily performed and financed with governmental bonds by governments with general taxing powers is a primary factor in determining whether the facility serves an essential governmental function.
The bonds must also comply with the other provisions of the Internal Revenue Code with respect to tax exempt bonds, such as arbitrage, registration and other requirements generally applicable to general obligations and utility revenue bonds.

2. **Timing**

A developer may begin a project, and pay costs therefor from its personal or borrowed funds, before Improvement District Revenue Bonds are issued for such project. However, such developer can be "reimbursed" from Improvement District Revenue Bond Proceeds for only those costs which are paid within a period beginning 60 days before the Improvement District (or the county or municipality which shall create such District) shall have taken official action to preliminarily approve the bonds and ending 18 months after the later of the date such costs are paid or such project is placed in service.

Therefore, any developer interested in the issuance of Improvement District Revenue Bonds to finance its property should create an Improvement District, or contact the county or municipality with jurisdiction to create such Improvement District, as soon as possible to obtain therefrom the requisite official action preliminarily approving the Improvement District Revenue Bonds.

Such action does not create an enforceable obligation of the developer to actually proceed with the issuance of the Improvement District Revenue Bonds.
ORDINANCE NUMBER 19-2464

AN ORDINANCE OF THE CITY OF HOOVER TO MODIFY APPENDIX I, ZONING AND TO REPEAL ALL ORDINANCES AND PARTS OF THE ORDINANCES OF THE CITY OF HOOVER IN CONFLICT THEREWITH.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Hoover, in regular meeting duly assembled, a quorum being present, as follows:

Section 1. MODIFICATIONS OF APPENDIX I ZONING

A. Appendix I, Article IV Definitions of the Municipal Code of the City of Hoover, Alabama is hereby amended to add the definitions listed in this Section A to those listed in Article IV. The remainder of the definitions listed in Article IV shall remain unchanged.

Pawn Shop: Any place of business, premises, building, room, space or portion thereof where the business of a pawnbroker and/or secondhand dealer (as defined in Chapter 7, Article X, Section 7-160 of the Municipal Code of the City of Hoover, Alabama) is conducted.

Short Term Loan Shop: Any place of business, premises, building, room, space or portion thereof where the business of short term loans on car titles, installment loans of ninety (90) days or less, and/or payday loans is conducted; provided, however, that any bank, savings and loan, or similar commercial banking institution regulated by the Federal Deposit Insurance Corporation (FDIC) which makes short term loans shall not be defined as a “Short Term Loan Shop” and shall not be subject to the restrictions pertaining to such in this Appendix.

Vape and/or Tobacco Store: Any place of business and/or premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of alternative nicotine products, electronic nicotine delivery systems, tobacco, and/or products or paraphernalia therefor; provided, however, that any grocery store, supermarket, convenience store, or similar retail use that sells conventional cigars, cigarettes or tobacco as an ancillary revenue item shall not be defined as a “Vape and/or Tobacco Store” and shall not be subject to the restrictions pertaining to such in this Appendix. For the purposes of this code, the terms “alternative nicotine product” and “electronic nicotine delivery system” shall have the meanings as set forth in §28-11-2 of the Code of Alabama (1975).

B. Appendix I, Article VI Zoning Districts of the Municipal Code of the City of Hoover, Alabama is hereby amended to delete Section 11.0 C-2 Community Business District, Section 11.3 Conditional Uses in its entirety and to replace with the following:
11.3. **Conditional uses.** Shopping centers, hospitals, self-service storage facilities, uses listed in section 12.2(B) of the General Business District, commercial recreation and amusement facilities, live entertainment, churches and schools, independent living facilities and assisted living facilities, subject to the area and dimensional regulations of the R-4 district, bakery which contains a restaurant that serves goods baked on the premises, retail nurseries, garden centers and other retail establishments wherein the retail sale of plant material is the primary use of the premises, but which also provide landscaping installation and/or maintenance services or wholesale distribution of plant materials as a secondary use of the premises, used motor vehicle sales establishment, Vape and/or Tobacco Store, Short Term Loan Shop, Pawn Shop.

C. Appendix I, Article VI **Zoning Districts** of the *Municipal Code of the City of Hoover, Alabama* is hereby amended to add the following Item N to the end of Section 11.8 **Additional Regulations** as set forth in Section 11.0 C-2 Community Business District:

N. A Vape and/or Tobacco Store, Short Term Loan Shop, and/or Pawn Shop are required to be: (1) no less than five hundred feet (500) from the nearest boundary of any residential district, as measured from the nearest wall of the building or unit within which the use is contemplated to the boundary of the residential zoning district; and (2) no less than one thousand (1000) feet (i) from a public or private K-12 school, a licensed child-care facility or preschool, a church, a public library, a public playground, a public park, or a youth center or other space used primarily for youth oriented activities or (ii) from another such use. Each such measurement shall be calculated from the nearest wall of the building or unit set forth in (i) or (ii) to the nearest wall of the proposed Vape and/or Tobacco Store, Short Term Loan Shop, and/or Pawn Shop.

D. Appendix I, Article VI **Zoning Districts** of the *Municipal Code of the City of Hoover, Alabama* is hereby amended to delete Section 12.0 C-3 General Business District, Section 12.3 **Conditional Uses** in its entirety and to replace with the following:

12.3. **Conditional uses.** Shopping centers, hospitals, self-service storage facilities, commercial recreation and amusement facilities, live entertainment, churches and schools, independent living facilities and assisted living facilities, subject to the area and dimensional regulations of the R-4 district, Vape and/or Tobacco Store, Short Term Loan Shop, Pawn Shop.

E. Appendix I, Article VI **Zoning Districts** of the *Municipal Code of the City of Hoover, Alabama* is hereby amended to add the following Item N to the end of Section 12.8 **Additional Regulations** as set forth in Section 12.0 C-3 General Business District:
N. A Vape and/or Tobacco Store, Short Term Loan Shop, and Pawn Shop, are required to be: (1) no less than five hundred feet (500) from the nearest boundary of any residential district, as measured from the nearest wall of the building or unit within which the use is contemplated to the boundary of the residential zoning district; and (2) no less than one thousand (1000) feet (i) from a public or private K-12 school, a licensed child-care facility or preschool, a church, a public library, a public playground, a public park, or a youth center or other space used primarily for youth oriented activities or (ii) from another such use. Each such measurement shall be calculated from the nearest wall of the building or unit set forth in (i) or (ii) to the nearest wall of the proposed Vape and/or Tobacco Store, Short Term Loan Shop, and/or Pawn Shop.

F. Appendix I, Article VI Zoning Districts of the Municipal Code of the City of Hoover, Alabama is hereby amended to delete Section 13.0 C-4 Commercial District, Section 13.3 Conditional Uses in its entirety and to replace with the following:

13.3. Conditional uses. Live entertainment, Vape and/or Tobacco Store, Short Term Loan Shop, Pawn Shop.

G. Appendix I, Article VI Zoning Districts of the Municipal Code of the City of Hoover, Alabama is hereby amended to add the following Item F to the end of Section 13.8 Additional Regulations as set forth in Section 13.0 C-4 Commercial District:

F. A Vape and/or Tobacco Store, Short Term Loan Shop, and/or Pawn Shop are required to be: (1) no less than five hundred feet (500) from the nearest boundary of any residential district, as measured from the nearest wall of the building or unit within which the use is contemplated to the boundary of the residential zoning district; and (2) no less than one thousand (1000) feet (i) from a public or private K-12 school, a licensed child-care facility or preschool, a church, a public library, a public playground, a public park, or a youth center or other space used primarily for youth oriented activities or (ii) from another such use. Each such measurement shall be calculated from the nearest wall of the building or unit set forth in (i) or (ii) to the nearest wall of the proposed Vape and/or Tobacco Store, Short Term Loan Shop, and/or Pawn Shop.

Section 2. ORDINANCES REPEALED. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the
remaining portions of this ordinance. The City of Hoover hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. LEGAL RIGHTS NOT IMPAIRED. That nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. ORDINANCE CUMULATIVE; COMPATIBILITY WITH OTHER REGULATIONS. This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this Ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 6. PUBLICATION OF ORDINANCE. That the City Clerk of the City of Hoover is hereby ordered and directed to cause this ordinance to be published and that a copy of this Ordinance be entered upon the minutes of the meeting of the City Council.

Section 7. EFFECTIVE DATE OF ORDINANCE. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall be in full force and effect upon adoption and shall continue in full force and effect from month to month and year to year from its effective date until repealed.

THEREFORE, BE IT ORDAINED, that the City Council of the City of Hoover does hereby ordain, resolve, and enact the foregoing Ordinance for the City of Hoover.

Done this the 18th day of November, 2019.

Gene Smith, President of the City Council

APPROVED:

______________________________

Frank V. Brocato, Mayor

ATTESTED:

______________________________

Wendy Dickerson, City Clerk
RESOLUTION NUMBER 6123-19

A RESOLUTION FOR THE ABATEMENT OF NUISANCE DUE TO WEEDS AND/OR GRASS

WHEREAS, the Code of Alabama gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, it has been determined that the properties (hereafter subject properties) located at the addresses listed below have an overabundance of grass and/or weeds present thereon:

2335 Deerwood Road, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject properties is injurious to the general public health, safety and general welfare by:

(a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests; or
(b) attaining heights and dryness that constitute a serious fire threat or hazard; or
(c) bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or
(d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property; or
(e) being unsightly; or
(f) growth of grass or weeds, other than ornamental plant growth, that exceeds 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject properties constitute a threat to the health, safety, and welfare to the citizens of the City of Hoover and must be abated;

WHEREAS, the subject properties were declared to be a public nuisance by this City Council through Resolution Number 6101-19 passed by the Council on the 7th day of October, 2019;

WHEREAS, following the passage of Resolution Number 6101-19 the City Council scheduled a public hearing on Monday, October 7, 2019, at 6:00 p.m. in the City Council Chambers to consider evidence, objections, and protests regarding the removal of the weeds on the subject properties;

WHEREAS, as required by Alabama Code §11-67-62:

(a) notices of the public hearing were mailed by certified mail, return receipt requested at least twenty-one (21) days from the date of the public hearing to all property owners of the subject properties appearing of record in the office of the tax assessor;
(b) notice of the public hearing was posted in three public places located in the
municipality for at least 21 days prior to the hearing; and
(c) two signs were conspicuously posted on each of the subject properties at least
seven (7) days prior to the public hearing date;

WHEREAS, the City Council convened for such public hearing at said time and date and
heard and considered all evidence concerning the subject properties; and

WHEREAS, no objections or protests regarding the proposed removal of the weeds and/or
grass on the subject properties were filed with and/or presented to the City of Hoover at this public
hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in
regular meeting, duly assembled, a quorum being present, at the conclusion of the public hearing
that the weeds and/or grass on the following properties is declared to be a public nuisance:

2335 Deerwood Road, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located on the subject properties
is hereby ordered to be abated by the City of Hoover, Alabama as provided under Alabama law.

ADOPTED this the 18th day of November, 2019.

________________________________________
Gene Smith
Council President

APPROVED BY:

________________________________________
Frank V. Brocato
Mayor

ATTESTED BY:

________________________________________
Wendy Dickerson
City Clerk
RESOLUTION NUMBER 6124-19

A RESOLUTION FOR THE ABATEMENT OF NUISANCE DUE TO WEEDS AND/OR GRASS

WHEREAS, the Code of Alabama gives all municipalities the authority to abate weeds on property within their municipal city limits under sections 11-67-60 through 11-67-67; and

WHEREAS, it has been determined that the properties (hereafter subject properties) located at the addresses listed below have an overabundance of grass and/or weeds present thereon:

3555 Atdoann Drive, Alabama

WHEREAS, the abundance of overgrown grass and/or weeds on the subject properties is injurious to the general public health, safety and general welfare by:

(a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests; or
(b) attaining heights and dryness that constitute a serious fire threat or hazard; or
(c) bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or
(d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property; or
(e) being unsightly; or
(f) growth of grass or weeds, other than ornamental plant growth, that exceeds 12 inches in height; and

WHEREAS, such grass and/or weeds located on the subject properties constitute a threat to the health, safety, and welfare to the citizens of the City of Hoover and must be abated;

WHEREAS, the subject properties were declared to be a public nuisance by this City Council through Resolution Number 6117-19 passed by the Council on the 21st day of October, 2019;

WHEREAS, following the passage of Resolution Number 6117-19 the City Council scheduled a public hearing on Monday, October 21, 2019, at 6:00 p.m. in the City Council Chambers to consider evidence, objections, and protests regarding the removal of the weeds on the subject properties;

WHEREAS, as required by Alabama Code §11-67-62:

(a) notices of the public hearing were mailed by certified mail, return receipt requested at least twenty-one (21) days from the date of the public hearing to all property owners of the subject properties appearing of record in the office of the tax assessor;
(b) notice of the public hearing was posted in three public places located in the
municipality for at least 21 days prior to the hearing; and 
(c) two signs were conspicuously posted on each of the subject properties at least 
seven (7) days prior to the public hearing date;

WHEREAS, the City Council convened for such public hearing at said time and date and 
heard and considered all evidence concerning the subject properties; and

WHEREAS, no objections or protests regarding the proposed removal of the weeds and/or 
grass on the subject properties were filed with and/or presented to the City of Hoover at this public 
hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Hoover City Council in 
regular meeting, duly assembled, a quorum being present, at the conclusion of the public hearing 
that the weeds and/or grass on the following properties is declared to be a public nuisance:

3555 Atdoann Drive, Alabama

BE IT FURTHER RESOLVED, that the public nuisance located on the subject properties 
is hereby ordered to be abated by the City of Hoover, Alabama as provided under Alabama law.

ADOPTED this the 18th day of November, 2019.

Gene Smith
Council President

APPROVED BY:

_____________________________
Frank V. Brocato
Mayor

ATTESTED BY:

_____________________________
Wendy Dickerson
City Clerk